THE TRANSACTIONS OF THE HIGH COURT OF Chancery,

Both by Practice and President; With the Fees thereunto belonging, And all special Orders in extraordinary Cases, which are to be found in the Registers Office as they are quoted by Terms, Years, and Books.

Collected by that famous Lawyer *WILLIAM TOTHILL* Esq; late one of the six Clerks: And since Reviewed by Sir *RO: HOLBORNE*, Bencher of *Lincolns-Inne*.

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The

THE PROCEEDINGS OF THE High-COURT OF CHANCERY.

NOtwithstanding the practise here before this time hath been, That no *Sub pœna* should be sued forth of the court of *Chancery* without a bill of complaint first exhibited: yet of late, for the ease of all suiters and subjects, it hath been thought good, that every man may have a *Sub-pœna* out of the same Court, without any Bill first exhibited.

And this is called a *Sub-pœna ad respondendum.*

This *Sub-pœna* is the leading Proceſs of this Court, by which the party defendant againſt whom the complaint is intended, is ſummoned and required to appear and make anſwer to the complainant, under a certain pain, and at a certain day to come.

The dayes of Return here are the uſual Returns, as in the ordinary Almanack; or elſe a *Sub-pœna* may be returneable at a certain day, after any the ſaid uſual Returns, or the great Feaſt dayes, from whence the Returns take their denomination: So that you muſt add (*prox*^{o}) in place where cauſe ſhall require.

As, if the Feaſt day be to come, then it muſt be *Prox. futur. in unum menſem.*

But if the Feaſt day be paſt, then it muſt be *die Paſchæ in unum menſem prox. futur.*

And the like to other Returns, before or after other Feaſt dayes.

Where note what time you have for exhibiting of your Bill after the day of Return prefixed in your writ of *Sub-pœna*: If it be returneable upon a general Return day, as *Craſtin'*, *Octabis*, *Tres*,

Tres, *Mens*, *&c.* after such a Feast, then you have time to put in your Bill until the second day before noon next following, the fourth day following every of the said Returns; and you must account the Return day, and the fourth day after it, for two of the said four dayes.

But if the *Sub-pœna* be returneable on such a certain day of the month, then your Bill must be put in the second day after it, before dinner.

And howsoever the *Sub-pœna* be returneable, if it be but served on the same day whereon it is returneable, before noon, and the rising of the Court of *Chancery*, it is a good serving; and binds the defendant so served to an appearance with all convenient speed.

If a *Sub-pœna* be returneable on a day certaine, as on any day of the moneth, the bill not being in, the defendants Atturney may prefer costs the next day after; and if the Bill come not in the next day after costs so preferred, before noon or presently after dinner, the defendant is discharged with such costs as a Master of the Court taxes him.

And so in the like case for a *Sub-pœna*

that is returnable on a return day, the next day after the fourth day is cost day and if the bill come not in the next day at noon or presently after dinner, the defendant, having preferred his costs the day before, is discharged from attendance, with his costs.

When the defendant hath so got costs, he may have a *Sub-pœna* whereby to command the complainant presently, upon the sight thereof, to pay the defendant or the bringer thereof, the said costs, (as aforesaid:) Which *Sub-pœna* must be served on the Plaintiff personally. And if the complainant do refuse to pay the said costs accordingly, then the defendant may, upon Affidavit made that the *Sub-pœna* for costs was served, have an Attachment directed to the Sheriff of the County, to attach the complainant therefore.

And upon return made by the Sheriff that the complainant cannot be found, an Attachment with Proclamation may be sued forth against the complainant.

And that Proclamation being likewise returned by the Sheriff (as aforesaid) then a Commision of Rebellion may

may be ſued forth againſt the complainant.

But on the contrary, if the complainant do put in his Bill, and the defendant appeareth not the next day after coſts day (which coſts day is uſually the next day after the four daies upon a return is out, or if the *Sub-pœna* be returneable on a day certain, then the next day after is coſts day) then the complainant upon oath made that the defendant was ſerved with a *Sub pœna*, may have an attachment, and further Proceſs upon the Sheriffs returns of *non eſt inventus*.

Where note, that the party which maketh oath that he ſerved the *Sub pœna*: Or that the *Sub-pœna* was ſerved, muſt ſwear as followeth.

That he delivered the *Sub-pœna* to the defendant.

Or he ſhewed the *Sub-pœna* to the defendant under the ſeal of the Court, and delivered to him a note of the day of his appearance or a label of the *Sub pœna*.

Or he left the *Sub-pœna* at the defendants dwelling houſe or lodging, where the defendant moſt abideth.

Or he muſt ſwear that he heard the

defendant confeſs that he was ſerved with a *Subpœna*.

Or he muſt ſwear that he ſaw another ſerve the defendant with a *Subpœna*.

Note, that if the party ſerved with any ſuch *Subpœna* do wrong or abuſe the party who ſerved it for the ſerving thereof, or uſeth any words of contempt or ſleighting of his Majeſties ſaid writ; upon oath made thereof, and motion thereupon, he is puniſhable for the ſame by impriſonment in the Fleet, or otherwiſe, at the Lord Keepers diſcretion.

And if the defendant do appear within the time limited, then the complaynants Atturney may give unto the defendants Atturney, on the ſaid day after the coſts day, a Rule that the defendant do make anſwer to the complainants Bill by the ſame day ſeven-night then next to come. This Rule and day given, muſt be entred into the Regiſter.

And if the defendant do not anſwer by the prefixed day ſo entred; or if he do not otherwiſe ſatisfie the Court by ſufficient cauſe, and occaſion of the delay, then the complainants Atturney may take forth an Attachment againſt the defendent.

The

The Cauſes whereby the defendant may ſatisfie the Court of the ſaid delay in anſwer, are theſe, for the moſt part, of which the Defendant muſt make Oath, (viz.)

HE cannot make direct anſwer, without ſight of his Evidences or Writings which are in the Country.

Or he cannot anſwer without conference had firſt with ſome Perſon named in the ſaid Bill.

Or with ſome perſon whom the matter toucheth.

Or if the Bill be againſt the defendant, to expreſs what goods he hath of the plaintiffs, he may make oath he cannot make perfect anſwer to the plaintiff's bill without ſight and peruſal of the ſaid goods, which are in the countrey: And that place in the Countrey, where thoſe goods or writings, or parties live, muſt be above twenty miles from *London*, or elſe he muſt anſwer within eight dayes after his appearance unleſs he get further time by order; And if he do make ſuch oath, then his anſwer is ſpared till the firſt day of the next Terme following.

This Oath be made by the Solicitor, or some other for the defendant.

Or that the defendant is not able to Travel without danger of his life, &c.

And if upon such oath made, the plaintiff refuse to allow the defendant a *Dedimus potestatem* for taking his answer in the Country, the Court upon motion or petition will order it; which order is to be entred in the Register, and the Affidavit filed in the Affidavit Office.

In case the defendant do not appear, or having appeared doth not answer in his time limited, nor sheweth any of the aforesaid reasons in excuse, then an Attachment is awarded against him, which must be entred both in the house-Book in the six Clerks Office, and in the Register, expressing the cause of the issuing of the said Attachment.

But if no day be given to the defendant to answer, than the defendant hath liberty to answer at any time during the Terme.

And if he do it not within that time, then an Attachment may be sued forth against him of course: and the same, with the cause thereof, must be entred into the Register: (*viz.*) That the Defendant appeared, and departed without answer.

If

If the *Sub pœna* be returneable so neer the end of the Terme, that there cannot be a day given to the defendant to answer, he must at his peril answer by the same day seven-night following the day of his appearance, although it be in the Vacation: For the Chancery is alwaies open, It is *Officina semper aperta.*

If the *Sub-pœna* be returnable on the last return day of the Terme it self; then the defendant, is at liberty to appear the first Return of the Terme following.

But if it be a day certain, although the same be the last day of the Term, yet the Defendant must appear and answer by that day seven-night next following the said appearance.

Note, there are no such *Sub-pœnas* to answer returnable immediately in Term time.

And if the defendant make Oath that he cannot answer without writings, *&c.* or conference with some other person: Or if he have a *Dedimus Potestatem*, and Commission to make his answer, he must at his peril procure his answer to be put in before the day after the first costs day of the next Terme following, unless

it

it be Trinity Terme; and then, and in such case, it must be put in the second day after the second return, else the complainants Atturney may, upon such default, make an attachment against the defendant, and enter the same into the Register, For that he hath not answered by the day prefixed.

Or in other case, that he appeared and departed without answer; Or otherwise that he did not return the *Dedimus potestatem* at the day prefixed, *&c.* and as the cause shall require.

If a Defendant living in the Country, having a *Dedimus potestatem* granted him for the taking of his answer to the Plaintiff's Bill, or his Council finde there is cause of Plea or Demurrer, upon a motion or petition, he may have a special *Dedimus potestatem* by Order to answer, plead, or demur; But the Commissioners upon an ordinary *Dedimus* have no power to take any thing but an answer; And if a Demurrer be put in without Commission, the party must put the same in into the six Clerks Office in his own person: And if the Demurrer or Plea be not put into the Paper of Pleas and Demurrers in the Register

Register appointed for that purpose, within eight dayes after the same is put in Court, to the end the same be argued before the Lord Keeper, as it shall fall in course after others; then the said Plea and Demurrer is over-ruled of course, and the Plaintiff may take forth a *Sub-pœna* against the Defendant to make a better answer, and another for Costs, according to the Lord Keepers late Orders.

This was wont to be the course, but my Lord Keeper of late hath declared that if a Bill have cause of Demurrer he will not a bad Bill good.

In case a man be served with a *Sub-pœna* wherein his wife is named he being in *London* and his wife in the country, or elsewhere, if he appear not for her, or she answer not as well as he, an Attachment is granted against them both, though he appear and answer for himself.

If she do not appear, then the Attachment is against him and her for her not appearance.

If she do not answer, then against him and her for her not answering.

If a Complainant die depending the suit

ſuite, his Heir, Executor, or Adminiſtrator, who hath the intereſt in the thing complained for, may put in a Bill of revivor againſt the Defendant: or if the Defendant die, the Plaintiff may put in a Bill of Revivor againſt his Heir, Executor or adminiſtrator.

Alſo it is to be remembred, that if the Complainant exhibit his Bill againſt a man and his wife, for matter which wholly concerneth the wife, whereunto they make anſwer, & after anſwer made the man dieth; the Complainant cannot proceed in that ſuit againſt the woman without a Bill of Revivor, becauſe the woman ſhall not be conſtrained to ſtand to that anſwer, which ſhe together with her Husband, or ſolely (as wife unto the man) made to the Complainant for that ſhe was then under Coverture.

And after her Husbands death (ſhe being ſeized or poſſeſſed of the thing in Controverſie as in her former eſtate) may (if ſhe pleaſe) make a new anſwer, and ſhall never be bound or concluded by the anſwer which ſhe made in her Husbands life time, for that ſhe was then under Coverture. And yet (if ſhe ſo pleaſe) ſhe may ſtand to that former

anſwer

answer of hers and proceed in that suit accordingly.

But if the complainant exhibit a Bill against a Feme sole, whereunto she maketh answer and afterwards marrieth, the Complainant may proceed against her husband and her, without any Bill of Revivor; and her husband shall be bound by that answer which she made before marriage, because she shall not be admitted to take advantage of her own act.

Where (on the contrary) if a Feme sole exhibit her Bill of Complaint, whereunto the Defendant answereth, and afterwards she taketh an husband, her husband and she shall not proceed against the Defendant, without a Bill of Revivor; because her suit is abated by her own act, whereof the Defendant may take advantage.

And if a Man and his Wife exhibit a Bill of Complaint, whereunto the defendant answereth, and the Man dyeth, the woman shall be at her choice whether she will exhibit a new Bill, or proceed upon the former.

Note that in Chancery you cannot serve the wife Without her husband, though the matter in question do only concern her, and not him. Also

Also, if two seized of joint estate; or two Executors of one Testament; or two Obligers or Obligees exhibite a Bill of Complaint, whereunto the Defendant answereth, and one of them dyeth. The Survivor of them may proceed against the Defendant without any Bill of Revivor.

And in all cases where a Bill of Revivor is requisite after the said Bill exhibited, and a *Sub pœna* served on the Defendant to that purpose: the Complainant shall be in the same case, as he for his Predecessor was, at the time when the cause of Revivor accrewed, unless the defendant shall appear upon the said *Sub-pœna*, and by way of answer shew good cause to the contrary: which Cause must be, that the Complainant in the Bill of Revivor, is not Heir, or Executor, nor standeth in the like case, nor have the like interest, or the like cause of Complaint, as before in the former suit.

And no other cause is to be allowed.

If the Complainant exhibit his Bill of Complaint, for Title of any Lands, not of the yearly value of forty shillings: And the same be proved by Affi-

davit

davit, or depoſed, the Defendant ſhall be diſmiſſed.

Alſo, if the Defendant demur to any Bill exhibited againſt him, or diſclaim: the Complainant cannot reply:

For if the Defendant be called up by *Sub-pœna ad Rejungendum*, having before made no other anſwer but a Demurer or a Diſclaimer, he ſhall have coſts for unjuſt vexation.

But after the Defendant hath anſwered, the Complainant hath liberty all that Terme, and all the next Terme following that; and until the beginning of the ſecond Terme after anſwer, to put in his Replication.

The next Terme after anſwer put in, the Defendants Atturney may give the Plaintiff a Rule to Reply, and if he doth not Reply, then coſts are awarded and if he give no Rule and the Plaintiff reply not the ſecond Terme after the Terme the Anſwer was put in, the Bill may be diſmiſſed with coſts by morgage or of courſe.

But if the Complainants Replication be put into the Court, the Defendant can have no coſts allowed unto him.

But

But then the Defendant may, if he will *Rejoyne gratis* to the *Replication*, and enforce the Complainant to go to Commission.

Which if the Complainant refuse, then the defendant may have Commission to examin Witnesses on his own part against the Complainant, and shall have the carriage thereof.

The Commission shall be directed to four such persons as the Defendant shall name; or to any three or two of them without any warning to be given to the Complainant.

But if in this case the Complainant will, he may joyn in Commission, and have the carriage of it himself.

And then he must name four Commissioners indifferent men; and the Defendant four more, and two being strook out on each side the Commission is made up to the four that remain: and the complainant having the carriage of the Commission must give the Defendant fourteen dayes warning of the day and place when and where the Commission shall be executed.

This warning must be given, either by himself in Person, or else left in Writing,

Writing, at the House or place where the Defendant doth most reside.

The Complainant in all cases of Commission to examine witnesses, shall have the first choice of Commissioners, and carriage of the Commission, and if he fail by not executing it, then the Defendant may renew it and have the carriage thereof, and give the Complainant the like notice.

If a Defendant be served with a *Sub-pœna ad Rejungendum*, and Oath be thereof made; Commissioners names being called for in the Term time to the Defendants Atturney, and the Defendant refuse to joyn in Commission the second Seal after the Terme, the Complainants Atturney may make a Commission *ex parte* to the Complainants own Commissioners and Interessers must be included in the Commission.

He shall examine Witnesses, in all these cases following: (Viz.)

FIrst, upon a Bill by him preferred to examine Witnesses in perpetual memory of the matter to command the Defendant either by himself, or by his Atturney to appear immediately; and within fourteen dayes to shew cause

why the Complainant ſhould not examine Witneſſes in perpetual memory.

And if the Defendant do thereupon appear by himſelf, or his Atturney, & ſhew good cauſe to the contrary, ſuch as the court ſhall allow, then the Complainant ſhall not examine any witneſſes *in perpetuam rei memoriam*, or perpetual memory.

But if he do ſhew no ſufficient cauſe, nor joyn in Commiſſion with the complainant, then the Complainants Atturney muſt prefer ſix Commiſſioners names to the Lord Keeper, or the court, *&c.* Four of the which, or four ſuch other, as the Lord Keeper or the court ſhall appoint, ſhall be ſet down for Commiſſioners, and a Commiſſion for the Complainant ſhall be made forth, and directed to the ſaid four Commiſſioners, or any three, or two of them, to examin witneſſes, according to certain Articles heretofore ſet down in Chancery, which witneſſes are never to be publiſhed, during their lives, unleſs Oath be made.

That the Complainant hath ſome tryal wherein he ſhould give them in evidence That the witneſſes are notable to travel to the place where the tryal ſhould be.

Or

Or the party Defendant will consent thereunto.

Neither can they be given in Evidence against another, but against the party which was called, to shew cause why the said witnesses should not be examined, or some other, claiming under him by some interest which accrewed unto them, after the Bill preferred by the Complainant for the examination of witnesses.

It is also used, that either party, after the Bill is exhibited, and Answer made thereunto, may examine witnesses in court here before one of the Examiners

But the Complainant can have no Commission to examine his witnesses, unless, and before the Defendant be served with a *Sub-pœna ad Rejungendum*: Which *Sub-pœna* must be served in such manner as is before mentioned:

And then upon Affidavit made of the serving thereof, the Complainant (if the Defendant appear not that Terme) shall have a Commission directed to four such Commissioners as himself shall name, or to any three, or two of them, for the examination of witnesses on his part, against the Defendant without any warrant to be given to the Defendant.

Upon the return of the said *Sub-pœna ad Rejungendum*, The Complainant may give to the Defendant a day to *Rejoyn* (*viz.*) The same day seven-night.

By which time, if the Defendant do not rejoyn, he shall loose the benefit thereof.

And when that day so given to rejoyn, is past; the Complainant may give two ordinary dayes, (*viz.*) two Returns, for the Defendant to produce his witnesses; and then a peremptory day:

Before which day past, if the Defendant do come in, he may have a Commission to examine witnesses of course, without any motion; but he shall loose the benefit of Rejoynder: And the Complainant, if he please to joyn in the Commission shall have the carriage of it, giving to the Defendant fourteen dayes warning of the day and place, when and where the said Commission shall be executed.

In the joyning of this Commission, the Complainant must first name one Commissioner, unto whom the Defendant may give general exception:

The defendant must name the second;

The Complainant the third;

And the Defendant the fourth. *The*

The common exceptions which be given to Commissioners are these, (viz.)

THat the Commissioner named, is of Kindred or Allyed to the party, for whom he is named:

That he is a Master to the party:

That he is a Land-lord unto him:

Or a partner unto him:

Or have suit in Law with the adverse party to him, by and for whom he is named:

Or is it of Counsel, an Atturney, or a follower of the cause of the one party.

Or to whom the party is indebted:

Or any other apparent cause of partiality, or siding with either party.

And it is commonly used that either party may give exception to one, and they seldome give exception to any more then one, on either party.

And yet nevertheless, the Complainants Atturney may, if the Complainant will, renew the said Commission also, and give the like warning also unto the Defendant, if the Defendant renue it not.

Upon the execution of either of

which Commissions, and Return whereof either of them may give to the other a Rule for Publication, thus, *viz. dies dat' defend' publicat. super Commiss. junct.* If the Defendant give the Rule, then thus: *dies dat' quer' pro public. super Commiss. junct.*

The day so given, is one week; which being expired, and no cause shewed to the contrary, then Publication is granted; and neither party can examine any witnesses afterwards, unless it be by special order of the Court; which is never granted without an Oath made, that the party which requireth the same, nor any of them hath seen, or been made privy to any examination of any of the witnesses formerly examined in this Court by either of the parties: And some good cause be shown, either by Oath, or certificate of Commissioners, why the party could not get his said witnesses examined within the time limited for their examination.

In which case, sometimes the Court giveth order to examin witnesses by a time prefixed, with this *Proviso*; That the party shall not in the mean time see the said former examination.

And sometimes the Court giveth Or-

der

der, that the said party shall examine his witnesses, to inform the conscience of the Judge only, and not otherwise.

These Depositions are never publisht, but by especial order or consent of the parties; but delivered to the Judge, sealed up by the Officer, under whose custody they do remain, to the end he may peruse them.

If any one be called by a *Sub-pœna*, to appear in this Court: And upon his appearance, the Complainant or any other doth arrest him in any other Court he shall have a *Superſedeas* to discharge the Action because he must have free going and free coming.

But it is not so, if the Complainant be arrested, except it be after issue is joyned, and a day is given for the matter to be heard. And the Complainant comming to the Court, with Evidence to mantain his cause is arrested: The Court in this case shall defend him, and set him free to follow his suite.

But this is seldome seen: And he that is plaintiff in the other Court, may declare against him here *Præſentem in Curia*, if he please. See 37. *Eliz.*

If any one who hath Priviledge in

Chancery, arreſted into another Court, in a joynt action with his Wife; or matter concerning her: Notwithſtanding the Coverture, ſhe ſhall not have any benefit of Priviledge here. See *Powles* caſe.

The Clerks of *Chancery* are to be ſued in this Court, either by Latine or Engliſh Plea.

The Order made and ordained by Sir Nicholas Bacon, *Knight, Lord Keeper of the Great Seal, touching the Examination of witneſſes* (in perpetuam rei memoriam:) *Dated the tenth of December, in the third year of the late* Q. Eliz. *followeth.*

FIrſt the Commiſſioners ſhall examine no Witneſſes but ſuch as be aged and impotent.

Item, the Complainant or party, who ſueth forth the Commiſſion, ſhall give warning by precept from the Commiſſioners, unto the party that ſhould take prejudice by this examination, by the ſpace of fourteen dayes at the leaſt, of the time, and place; when, and where the ſaid Commiſſioners will ſit upon this Commiſſion.

And

And the ſame warning being ſo given, the Commiſſioners are to be ſatisfied by the Oath of the party complainant, or of ſome other credible perſon, that warning is given accordingly, before they ſhall proceed to the execution of their Commiſſion.

Item, If the party Adverſant, or Defendant can ſhew before the Commiſſioners good cauſe of exception, either againſt the witneſſes produced by the complainant, or any of them, or againſt the Commiſſioners themſelves; or otherwiſe, then they ſhall ceaſe and forbear any farther execution of the commiſſion.

And the Commiſſioners ſhall certifie and return the ſaid cauſes and exceptions up with the Commiſſion.

Item, If the party adverſant cannot ſhew ſufficient cauſe as aforeſaid) then the commiſſioners ſhall proceed to the examination of witneſſes, and the party adverſant or defendants ſhall have liberty to joyn in the examination of the ſame witneſſes, or of any other likewiſe upon Interrogatories on his behalf (if he think good.)

Item, The commiſſioners ſhall certifie in

in their return of the Commiſſion, ſuch acceptations as the defendant ſhall take againſt the proceeding in the ſame Commiſſion and whether the Defendant did appear or no?

And if the Defendant did not appear they are likewiſe to certifie and return whether Affidavit were made of the giving of warning by precept (as aforeſaid) or no?

Orders to be obſerved before the granting of Publication of the ſaid Commiſſion.

THe party who prayeth Publication, ſhall firſt by himſelf, or ſome other, make Oath that the Depoſitions of the ſame witneſſes, are neceſſarily to be given in evidence on his behalf.

Item, Oath alſo muſt be made, that the ſame Witneſſes be either dead, or ſo aged, or impotent as they cannot travel to teſtifie (*viva voce*) without danger of life.

Item, This Oath being ſo taken, a Maſter of the *Chancery* muſt firſt open the Commiſſion, and conſider whether this Order before mentioned hath been obſerved

ſerved in all points; wherein he being ſatisfied, Publication is thereupon to be granted.

Provided alwaies that no Depoſitions ſhall be given in evidence, but againſt thoſe perſons that were warned by precept (as aforeſaid) or againſt their Heirs or Aſſignes.

And provided alſo, That after examination had, and taken (as aforeſaid) and after Publication, had and granted of the ſame examinations: The party Adverſant, or Defendant, ſhall not be admitted to have any new examination on his behalf, concerning the ſame matter.

Item, This Order is to be obſerved in caſe where the Commiſſion is *ex parte querentis* only, and it is to be engroſſed in Parchment, and ſubſcribed with the hand of the Regiſter, and to be annexed to every of the ſaid commiſſions, but not otherwiſe.

For if the Defendant joyn, then theſe articles ſhall not need.

The difference used between a Joynt-Commission in the aforesaid nature, and a Commission ex parte *followeth.*

THe Joynt-Commission is made in forme, as all other general Commissions to examine witnesses, *Super Interrogator. ministrand.* be, adding to the end of the same, these words (*viz.*) *In perpetuam rei memoriam permansur.*

This Commission *ex parte*, is to have these Rules inserted under the Registers hand, and the Commissioners names are specially to be assigned by the Lord Keeper, or, Lord Chancellour for the time being.

Termino Michaelis, Anno Regni Elizab. *Reg. Sext.*

M*Emorandum.* That all Injunctions granted for preservation of possession, during the suit in the Court of Chancery, shall have this clause and condition contained in them (*viz.*) That the party who prayeth possession, was in possession at the time of the Bill exhibited, and certain yeares before;

And

And that his intereſt is not determined by forfeiture, ſurrender, or other lawful means.

And Bond muſt be put in by the party who prayeth the poſſeſſion, of the penalty of ten pound, with condition that this Information aforeſaid is true.

Item, That all Injunctions granted for the ſtay of ſuits at the common Law, ſhall have this clauſe and condition contained in them: (*viz.*) That the ſame ſuit deſired to be ſtayed, is for and concerning the ſame matter depending in this Court, and as it were begun at the Common Law, after the Bill exhibited into this Court, and that Bond be put in (as aforeſaid.)

Item, That no ſpecial *Certiorare* do paſs without Bond firſt given, on the behalf of the party who deſireth the ſame; with condition that the Bill exhibited containeth matter ſufficient to bear a *Certiorare*, and that he ſhall prove the contents of this Bill to be true, within fifteen dayes after the return of the Writ, according to the order and courſe of this Court.

And that upon the granting of every *Procedendo* the Bond aforeſaid be remembred to the Lord Keeper. *Ter-*

Termino Trinitatis, Anno Regni Elizab. *Reginæ Septimo.*

The *Proceſs* now is made returneable but three before the hearing.

IT is ordered, that all Suits for no more then ſix acres of Land, or leſs, except the ſame be worth forty ſhillings by the year.

And all Suits for matter under the value of ten pounds, ſhall be diſmiſſed this Court, for ſuch cauſe only proved. And this Court ſhall not retain any ſuch: But the party who bringeth the ſame hither, ſhall pay coſts to the Defendant, as this Court ſhall award.

Termino Michaelis, Anno Regni Eliz. *Reg Septimo.*

IT is ordered, that all *Proceſs* to bear Judgement, be returnable ſix or ſeven daies before the day of Hearing, and not above, ſaving in the beginning of the Terme, when the time will not permit ſo long warning.

And the ſaid Writs muſt be endorſed on the back-ſide, with the very day appointed for the hearing of Judgement. And ſo much for that Terme.

By

By the general cuſtome, and ancient uſage of this Court all Bills ſhall be retainable here, in caſe where the Equity of the cauſe requireth and beareth it, and wherein the common Law doth afford no relief, but rather preſſure and rigour.

After Publication once had, the Complainant may procure a day of Hearing of courſe, by ſuch as one of the ſix Clerks as dealeth for him. And he may at the end of the Term, when the Lord Keeper ſetteth down the dayes of Hearings, procure his hearing to be ſet down amongſt thoſe aſſigned for the next ſucceeding Term.

This was wont to be the ancient courſe of procuring of Hearings, howſoever it was lately diſ-uſed and (as I take it) the ſame is now reſtored again to the good contentment of all Suitors in this Court.

The Order of Proceeding againſt ſuch as refuſe to obey His Majeſties Injunctions, proceeding and iſſuing out of the Court of Chancery.

FOr the breach of an Injunction, this is the courſe commonly.

If

If the *Contemptor* do not upon ſight of the Injunction obey the ſame, but doth commit ſome Act in contempt or neglect thereof, then upon an Affidavit made of the ſerving of the ſaid Injunction, and of the breach thereof, then an Attachment is awarded againſt the ſaid Contemptor, *&c.* as in the caſe of Proces, before mentioned and declared, and ſo further Proces to common Rebellion and Serjeant at armes, *&c.*

The Modern Orders and Ordinances of Chancery follow.

Affidavits.

NO *Affidavit* ſhall be admitted or taken which ſhall tend to the proof or diſ-proof of the Title or matter in queſtion, or touching the merits of the cauſe.

Neither ſhall any ſuch matter be colourably inſerted, in any *Affidavit* to be made touching the Serving of Proces.

No *Affidavit* ſhall be taken againſt *Affidavit*, ſo far as the Maſter of *Chancery* can diſcern, or take knowledge, *&c.* If

If any such be taken, the latter shall not be used or read in Court.

Contempts.

IN case of Contempts, granted upon force, or ill words, used upon serving of Proces, or other words of Scandal, proved by Affidavit, the party forthwith upon motion will be committed, if the words spoken deserve it.

But for other Contempts, against the Orders or Decrees of the Court,

First, an Attachment goes forth upon *Affidavit* made.

Then the party being taken is to be examined upon Interrogatories.

His examination is to be referred, upon motion, to one of the Masters of the *Chancery*.

And if upon examination, he confess matter of Contempt, he is to be committed upon the like motion.

If he confess it not, the Adverse party may upon like motion and order examine witnesses to prove the contempt.

And if the contempt appear upon proof, the contemptor is to be committed therefore, upon motion and order likewise.

But if the adverſe party fail to prove the ſaid contempt, or fail to put in his Interrogatories or other proſecution, then the party charged with the contempt, is to be diſcharged upon motion with good coſts.

Impriſonment upon *Contempts* for matters paſt, may be diſcharged of grace, after ſufficient puniſhment: Or it may be otherwiſe diſpenſed withall in ſuch caſe.

But if the impriſonment be for performance of any Order of the Court in force: Then the *Contemplator* ought not to be diſcharged, except he firſt obey: Only, the contempt may be ſuſpended for a time.

Petitions.

NO *Injunctions*, *Sequeſtration*, *diſmiſſions*, *Retainer* upon *Diſmiſſions*, or *Final Orders*, ſhall be granted upon Petitions.

No former Order made in court, is to be altered, croſſed or explained upon any Petition: But ſuch Orders may be only ſtayed upon Petition for a ſmall time

time, till the matter may be moved in court.

No *Commissions* for examination of Witnesses shall be discharged; Nor any examinations, or depositions of witnesses shall be suppressed upon Petition, unless it be first referred, and Certificate be made thereupon.

Injunctions.

Injunctions for possession or for stay of Suits after verdict, are to be presented to the Lord Keeper, or Lord Chancellor, being together, with the Orders whereupon they go forth; that his Lordship may take consideration of the Orders before he sign them.

No *Injunction* of any nature shall be granted, revived, dissolved, or staid upon private Petition.

No *Injunction* to stay Suits at the common Law, shall be granted upon Priority of Suit only:

Or upon the Surmise of the complainants Bill only.

But upon matter confessed in the Answer of the Defendant.

Or matter of Record.

Or Writing plainly appearing.

Or when the Defendant is in contempt for not answering.

Or when the debt desired to be staid appeareth to be old, and hath slept long. The creditor and the debtor have been dead some good time, before the Suit brought.

Where the Defendant appears not, but sits an Attachment: Or when he doth appear and departs without answer, and is under attachment for an answering: Or where he takes Oath that he cannot answer without sight of Evidences in the Countrey: Or absenting himself in one private place, or beyond Sea, and cannot be found to be served with a *Sub-pœna*, upon Oath made, an Injunction is usually granted.

In all these cases, an *Injunction* may be granted, for stay of suites at the Common Law, untill the party answer, or appear in Person in Court, and the Court give further order.

An *Injunction* never is dissolved without motion on the adverse part.

In the case aforesaid, where an *Injunction* is to be granted, for stay of suits at the

the common Law; if the like suits be in the *Chancery*, either by *Scire facias* or by *Priviledge*, or *English* Bill; then the Suit is to be staid by Order of the Court, as it is in other Courts by *Injunction*.

An *Injunction* is usually granted, if the party Defendant be in Contempt, for matter confest, though after an arrest, or further proceedings at Law without bringing money in Court.

Injunctions for *possession* are not to be granted before a *Decree*, but where the Possession hath continued by the space of three years past before the bill exhibited, and upon the same Title, and not upon any Title by leave or determined.

In case where the Defendant sits all the Process of contempt, and cannot be found by the Serjeant at Armes, or resists the Serjeant, or makes rescues, a Sequestration shall be granted of the Land in question, and if the Defendant do not render himself within the year, then an *Injunction* shall be granted for the Possession.

Injunctions against the felling of Timber, or plowing up of ancient Pastures, or for the maintaining of Inclosures, or the like, shall be granted according to

the circumstances of the case, but not in case, where the Defendant upon his answer, claimeth a state of inheritance, except it be where he claimeth the Land in trust, or upon some other special ground.

Injunctions shall be enrolled, or the *Transcripts* thereof be filed.

Order.

WHere any Order shall be made against the general Rules of the Court, there the *Register* shall plainly and expresly set down the particular reasons and grounds, moving the Court to vary from the general Rule.

No order of the publick Court is alterable upon *Petition*: *vid.* in the Title Petition.

Register: *Order.*

THe *Registers* are to be sworn.

If any order shall be made, and the Court not informed of the last martial Order formerly made, no benefit shall be taken by such Order, as being granted by abuse, and surreption: And

to

to that end, the *Register* ought duly to mention the last former Order in the present Order.

No Order shall be explained upon any *Petition*, but only in Court as they are made, and the *Register* is to set down the Orders, as they are pronounced by the Court, truly, at his peril, without troubling the Lord *Keeper*, or Lord *Chancellour*, by any private attending of him, to explain his meaning; and if any explanation be desired, it is to be done by publick motion, where the other party may be heard.

No draught of any Order shall be delivered by the *Register* to either party, without keeping of a Copy by him: to the end that if the Order be not entred; nevertheless, the Court may be enformed what was formerly done, and not be put to a new trouble, and to the end also, that knowledge of Orders be not kept back too long from either party, but may presently appear at the Office.

Where a cause hath been debated upon the hearing of both parties: and opinion hath been delivered by the court and nevertheless, the cause referred to Treaty: the Registers are not to omit

the opinion of the Court in drawing of the Order of Reference, except the Court do ſpecially declare, that it is to be entred without any opinion either way.

In which caſe, nevertheleſs, the *Regiſters* are out of their ſhort Notes to draw up ſome more full remembrance of that which paſſed in Court to inform the Court if the cauſe come back, and cannot be agreed.

The *Regiſters* upon delivery of the draught of any Order, unto the counſel of either party, are not to reſpect the interlineations, or alterations of the ſaid Counſel (be the ſaid Counſel never ſo great) further then as to put them in remembrance of that which was truly delivered in Court; and ſo to conceive the Order upon their Oath and duty, without any other or farther reſpect.

The *Regiſters* are to be careful in the penning and drawing up of *Decrees*; and eſpecially in matters of difficulty and weight; and therefore when they preſent the ſame to the Lord *Keeper*, or Lord *Chancellor*, they ought to give him underſtanding which are ſuch *Decrees* of weight, that they may be read and reviewed

viewed, before his Lordship sign them.

Decrees.

THe *Decrees* or dismissions made or granted in the Roles, and those that are made in Court at Westminster on Wednesdayes or Frydayes, when the Lord *Keeper* is not present (being drawn up) are first to be signed by the Master of the Rols, or the Judge that sat at the hearing of the cause, and then presented to the Lord *Keeper* to be likewise signed; which being done, then the same are to be enrolled.

NO *Decrees* shall be reversed, altered or explained, being once enrolled, but upon Bill of *Review*; and no Bill of *Review* shall be admitted, except it be upon errour in Law, appearing in the body of the *Decree*, without farther examination of matters in fact or he shall shew some new matter which hath risen in time after the *Decree*, and not any new proof, which might have been used when the *Decree* was made.

Nevertheless, upon new proof which is come to light since, and after the *Decree* made, and could not possibly have been

been used at the time when the *Decree* passed, a Bill of *Review* may be granted by the special License of the Court, and not otherwise.

Also upon a Bill of *Review* the party Complainant is to put in security before one of the Masters of the Court, to stand to and perform the order of the Court, upon the hearing upon such Bill of *Review*.

In case of mis-casting, being a matter Demonstrative, a *Decree* may be explained, and reconciled by an Order without Bill of *Review*.

Where note, that by the word *Mis-casting*, is not intended any pretended *Mis-casting*, or mis-valuing, but only errour in the Auditing, or numbring.

No Bill of *Review* shall be admitted, or any other new Bill to change matter decreed, except the *Decree* first obtained, be performed: And if it be for Land, that the possession be yielded: If it be for money, that the money be paid: If it be for evidence, that the evidence be brought in; and so in other cases which stand upon the strength of the Decree alone.

But if any act be desired to be done, which

which extinguisheth the parties right at the common Law (as making of Assurance and Release, Acknowledging of Satisfaction, Cancelling of Records or Evidence, and the like). Those parts of the Decree are to be spared, until the Bill of *Review* be determined: But such sparing is to be warranted by publick Order made in Court.

No Decree shall be made upon pretence of equity, against the express provision of an Act of Parliament.

Nevertheless, if the construction of such Act of Parliament, hath for a time gone one way in general opinion and reputation, and after by a later judgement hath been controlled: Then Relief may be given upon matter of equity for cases arising before the said Judgement: because the Subject was in no default.

Imprisonment for breach of a Decree is in nature of an *Execution*, and therefore the custody ought to be straight, and the party not to have any liberty to go abroad, but by special license of the Lord *Keeper*, or Lord *Chancellor* being: But no close imprisonment is to be but by express order for wilful and extraordinary Contempts and disobedience, (as hath been used.)

In

In case of obstinate disobedience, in the breach of a Decree, an *Injunction* is to be granted, *Sub pœna* of a summ: and upon *Affidavit*, or other sufficient proof of persisting in contempt, Fines are to be pronounced by the Lord *Keeper*, or Lord *Chancellor* in open Court, and the same are to be estrated down into the Hannaper by special Order.

In case of a Decree made for the possession of Land, a Writ of *Execution* goeth forth, and if that be disobeyed, then *Process of Contempt*, according to the course of the court, is to go forth against the person unto the Commission of Rebellion, and then a Serjeant at Armes by special Warrant; and in case the Serjeant at Armes cannot find him, or he be resisted, or if he upon his commitment do persist in his disobedience, an *Injunction* is to be granted for the Possession, and in case that it also be disobeyed, then a Commission is to be made to the Sheriff, to put his adversary into possession.

Where the party is committed for breach of a Decree, he is not to be enlarged, until the Decree be fully performed

med in all things which are to be done presently.

But if there be other parts of Decree to be performed at dayes or times to come: Then he may be enlarged by order of the Court, entring into Recognizance with Sureties for the performance *de futuro*, but not otherwise.

Where causes come to hearing in Court, no Decree bindeth any person, who was not served with Process *ad audiendum judicium*, according to the course of the Court,

No Decree bindeth any one that commeth in *bona fide*, by Conveyance from the Defendant before the Bill exhibited; and is made no party either by Bill or by Order.

But where he comes in *Pendente lite*, and while the Suit is in full prosecution and without any colour of allowance, or privity of the Court; there regularly the Decree bindeth.

But if there were any intermission of suit, or the Court were made acquainted with the conveyance, the Court is to give order upon the special matter according to Justice.

Where a *Decree* made for a Rent to be

be paid out of Land, or a ſumm of money to be levied upon the profits of Land; there a *Sequeſtration* of the ſame Land being in the Defendants hand, may be granted upon the *Decree*.

Where the *Decrees* of the *Provincial* counſels, or the Court of *Requeſts* or the like, are by contumacy or other means interrupted: there the Court of *Chancery*, upon a Bill preferred for corroboration of the *Decrees* of that juriſdiction ſhall give Remedy.

Where any cauſe come to hearing here which hath been formely *decreed* in any other of the Kings Courts of Juſtice at Weſtminſter: ſuch Decree ſhall be firſt read and then this Court ſhall proceed to hear the reſt of the evidences on both ſides.

Decrees upon Suits brought after Judgement ſhall contain no words to make void or weaken the Judgment: But ſhall only correct the corrupt conſcience of the party, and rule him to make Reſtitution, or to perform other acts according to the equity of the cauſe.

Bill of Review.

DEcrees are not to be reverſed, altered, or explained, being once enrolled, but upon Bill of *Review*.

Bill of *Review* ſhall not be admitted except the Decree be firſt obeyed and performed.

No Bill of *Review* ſhall be put in, except the party that prefers it, enter into *Recognizance*, with ſureties for the ſatisfying of coſts and damages for the Delay, if it be found againſt him.

Reference, Report.

NO *Reference* upon a Demurrer, or queſtion touching the Juriſdiction of this Court, ſhall be made to the Maſters of the *Chancery*, but ſuch Demurrer ſhall be heard and ruled in the Court, or by the Lord *Keeper*, or Lord *Chancellor* himſelf.

For the confirming or ratifying of any *Report*, No Order ſhall be made, without day to be given by the ſpace of a Seven-night (at leaſt) to ſpeak unto it in Court.

No

No *Reference* shall be made to any Master of the Court, or any other Commissioner or Commissioners, to hear and determine, where the cause is gone so far as to examination of witnesses: Except it be in special cases of parties neer in blood, or of extreme poverty, or by consent.

And generally, *References* of the state of the cause, are to be sparingly granted; except it be by consent of the parties.

No *Report* shall be respected in Court, which exceedeth the warrant or the Order of *Reference* which leadeth it.

The Masters of the Court are required, that by report they do not certifie the estate of the cause; and if they would makes *Breviates* of the Evidence on both sides, which doth little ease the Court; but that they do it with some opinion: or otherwise, in case they think it too doubtful, to give opinion there; And thereupon they are to make such special *Certificate*, and the cause is to go on to a judicial hearing, without respect had to the same.

If both parties consent to a *Reference* for the examination of Accompts

to

to make the Cauſe more ready for hearing, it may be granted. But generally matters of Accompt, excepting in very weighty Cauſes, are not fit for the Court, but are to be prepared by Reference, with this proviſion nevertheleſs: That the Cauſes come firſt to hearing, and upon the entrance into a hearing, they may receive ſome direction, and be turned over to be conſidered and prepared.

The like courſe of Reference is to be taken for the examination of Court Roles upon any Cuſtomes; and the Copies ſhall not be referred to any one Maſter, but to two Maſters at the leaſt.

No Reference ſhall be made of the Inſufficiency of any anſwer, without ſhewing of ſome particular points of the defects thereof, and not upon ſurmize of the Inſufficiency generally.

If a Complainant take exception to a Defendants Anſwer, he muſt deliver his exceptions to the Defendants counſel or Atturney; And if the Defendant within eight dayes amend his anſwer, he is to pay no coſts; but if he do not, then a Reference is to be had to a Maſter of the Court, and if he

report the Answer insufficient, then the Complainant may take out two *Subpœna's* against the Defendant, one for twenty shillings costs, and the other to make a better answer.

Where a Trust is confessed by the Defendants Answer, there needeth no farther hearing of the cause, but a Reference presently to be made of the Accompts, and so they are to go on to the hearing of the Accompts.

Dismission.

WHere Causes are dismist upon full hearing, and the Dismission signified by the Lord Keeper or Lord Chancellor, and inrolled, such Causes shall not be retained again, neither shall any new Bill be admitted, except it be upon new matter, like unto the case of the Bill of Review.

In case of all other dismissions, which are not upon hearing of the Cause, if any new Bill be brought, the Dismission is to be pleaded; and after Reference and Report of the Contents of both Suits, and consideration taken of the Cause or Causes of the former Dismission

ſion: the Court ſhall rule and order the Retaining or Diſmiſſion of the new Bill, according to juſtice, and the nature of the Caſe.

All ſuits grounded upon wills *Nuncupative*, Leaſes *parol*, or upon long Leaſes, that tend to the defeating of the Kings Tenures, or for the eſtabliſhing of the Perpetuities; or granted upon Remainder over unto the Crown, to defeat Purchaſers; Or for Brocage or Rewards to make marriages; Or for bargain at play; or Wagers for bargains for Offices, contrary to the Statute of the ſecond of *Edward* 6. Or upon contracts for uſury or Simony, are regularly to be diſmiſſed upon motion, if they be the whole matter of the Bill; and there be no ſpecial circumſtances to move the Court to allow them a proceeding.

And all ſuits under the value of ten pounds, are regularly to be diſmiſſed.

Diſmiſſions are properly to be prayed and had, either upon hearing, or upon Plea unto the Bill, when the cauſe comes firſt into the Court.

But Diſmiſſions are not to be prayed

after the parties have been at charge of examination of witneſſes, except it be upon ſpecial cauſe.

If the Complainant diſcontinue proſecution, after all the Defendants have anſwered, above the ſpace of one whole Term, the cauſe is to be diſmiſſed of courſe without motion.

But after Replication is put in, the cauſe is not to be diſmiſſed without motion and order of the Court: and that motion is not to be made till four Termes after the Replication put in, and that in caſe there have been no proceeding after the Replication, either by Motions, References, examination of witneſſes, or the like.

For double vexation, the cauſe may be diſmiſſed.

Where cauſes are removed by ſpecial *Certiorare*, upon a Bill containing matter of equity, the Complainant is upon Receipt of his Writ, to put in Bond to prove his ſuggeſtions within fourteen dayes after the Receipt, which if he do not prove, then upon certificate from either of the Examiners, preſented to the Lord Keeper or Lord Chancellor, the cauſe ſhall be diſmiſt with

with coſts, and a *Procedendo* ſhall be granted.

Demurrer.

Demurrers and *Pleas* which tend to the diſcharging of any ſuit, ſhall be heard firſt upon every day of Orders, that the Subject may know, whether he ſhall need to give further attendance or no.

A Demurrer is properly upon matter defective contained in the Bill it ſelf: or foraign matter.

But a Plea is of foraign matter, to charge or ſtay the ſuit. (as)

That the cauſe hath been formerly diſmiſt.

That the Complainant is out-lawed.

That the Complainant is excommunicate.

That there is another Bill depending for the ſame cauſe.

Or the like.

And ſuch Plea may be put in without Oath, in caſe where the matter of Plea appears upon Record, but if it be any thing which doth not appear upon Record, then the Plea muſt be put in upon Oath.

No Outlary ſhall be allowed, without pleading Record *Sub pede Sigilli*: Nor Plea of Excommunication without the Seal of the Ordinary.

Where any ſuit appeareth upon the Bill to be of the nature of any of thoſe which are regularly to be diſmiſſed, according to the Order beforementioned, the ſaid Order is to be ſet forth by way of Demurrer.

Anſwer.

WHere an Anſwer ſhall be certified to be ſufficient, the Defendant is to pay coſts.

And if a ſecond Anſwer be returned inſufficient in the points before certified for inſufficient, then he ſhall pay double coſts.

And upon the third like caſe, treble coſts.

And upon the fourth, quadruple coſts, and then to be committed alſo till he ſhall have made a perfect and ſufficient Anſwer, and he ſhall be examined upon Interrogatories, touching the points defective in his Anſwer.

But if any Anſwer be certified to be ſuf-

ſufficient, then the Complainant is to pay coſts.

No Inſufficiency of Anſwer can be taken hold of, after Replication put in, becauſe it is admitted for ſufficient by the Replication.

An Anſwer to a matter charged as the Defendants own fact, muſt be direct, without ſaying, that *It is to his remembrance*, or *as he believeth*, if it be laid down to be done within ſeven years before.

And if the Defendant do deny the Fact, then he muſt traverſe it directly, and not by way Negative pregnant.

As if a Fact be laid to be done with divers circumſtances; the Defendant may not traverſe it literally, as it is laid in the Bill: But he muſt traverſe the point of ſubſtance.

So as if he be charged with the receipt of an 100 pounds, he muſt traverſe that he hath not received an 100 l. or any part thereof. And if he have received any part of it, he muſt ſet down what part he hath received.

If a Hearing be prayed upon Bill and Anſwer; the Anſwer muſt be admitted to be true in all points.

And a Decree ought not to be made, but upon hearing of the Answer read in Court.

Where no Counsel appears for the Defendant at the hearing, and the Process appears to have been served, the Answer of such Defendant is to be read in Court.

No new matter is to be contained in any Replication, except it be to avoid matter set forth in the Defendants Answer.

The

The Fees of Proceeding in Chancery follow.

Sub-pœna Writ to answer, 2 s. 6 d.
If there be three in the *Sub-pœna*, you pay six pence the more, *tot.* 3 s. 4 d.

This *Sub-pœna* may be served in any liberty whatsoever, so cannot an Attachment.

The Atturneys Fee, 3 s. 4 d.

The Attachment where the Defendant appeareth not. 2 s. 10 d.

The breaking of it up with the Sheriff. 2 s.

The Return of that Attachment. 4 d.

The Proclamation of Allegeance upon the same. 2 s. 10 d.

The breaking of it up with the Sheriff. 2 s.

The Return of that Proclamation. 4 d.

The Commission of Rebellion, 18. s. 2 d.

The Rule which the Complainant gives to the Defendant to make answer by a certain day, in case where the Defendant doth appear. 4 d.

As

As also for each Rule of publication after examination of witnesses, 4 d.

And for entring them in the Register, four pence a piece.

The Attachment the Proclamation, Commission of Rebellion.	For not answering, as in case for not appear.	*as aforesaid.*

The Defendants Appearance, 3 s. 4 d.

This is also his Atturneys Fee for the whole Terme, *Feod. Attourn.*

The Copy of the Bill, at eight pence the sheet.

For the Oath made that this answer is true, 4 d.

For every Defendant, 4 d. *pro consimil. quilibet Def. pro consimil.*

For the Commission to take the Answer in the Countrey by *Dedimus potestatem*, 7 s. 10 d.

Besides the engrossing of the Bill which is included within it, every sheet *inde*, 6 d.

The *Sub-pœna* for costs, given to the Defendant, in case where the Complainant doth not put in his Bill within the time allowed, 2 s. 6 d.

For a Bill of costs and entry of it, *Inde* 2 s. 4 d.

The

The Attachment, Proclamation, and Commiſſion of Rebellion, as in caſe aforeſaid.

A Joynt Commiſſion to examine Witneſſes in the Countrey, 7 s. 10 d.

For which the Plaintiff payes, 7 s. 10 d.

And the Defendant, 6 s. 8 d.

Beſides the Term Fees of 3 s. 4 d. apeice.

A Commiſſion *ex parte*, to examine Witneſſes in the Countrey, 7 s. 10 d.

For examination of the firſt Witneſs here before Examiners, 2 s. 6 d.

For every Witneſs examined afterwards, 2 s. 6 d.

For drawing of the Replication, if it be done by Counſel, as in caſe for the Bill, *as for the Bill.*

For the Rejoynder, the like.

If there be no new matter in the Replication of the Rejoynder, your Attorneys Clerk will draw them for you of Courſe, for ſome ſmall matter. *as you can agree.*

For the Copies of the Depoſitions of any Witneſſes returned by Commiſſion, 8 d. every ſheet.

For Copies of Depoſitions taken in

in the Examiners Office. 12 d. a sheet.

For a motion in Court, Counsel Fee.

For the drawing of the Order thereupon *cum Cop.* 3 s. *every side.*

For entring of the Order, every side, 6 d.

Fees of an Injunction follow.

INjunction in all *Viis & modis*, 1 l. 2 s. 6 d.

Fees of a Decree follow.

FOr a Decree the drawing, *&c. as in case of an Order.*

Sub-pœna to Testifie. 2 s. 6 d.

Sub-pœna to Rejoyn. 2 s. 6 d.

Sub-pœna to Hear Judgement. 2 s. 6 d.

For getting the Hearing to be set down, as you can agree with your Attorney.

For the Rules to publish the witnesses, being four. *per* piece. 4 d.

Besides four pence a piece paid for entring in the Register. 4 d.

For Copy of Replication, Rejoynder, Rebutter, and Subrebutter, as for copy of Bill or Answer, as aforesaid for Bill and Answer. *Sub-*

Sub-pœna super ordinem, to shew cause. 7 s. 2 d.

Sub-pœna of Ducas tecum. 7 s. 2 d.

Sub-pœna De executione ordinis. 10 s.

The Charges of a Supplicavit *in Chancery.*

Item, the Oath. 4 d.

Item, the Supplicavit it self. 5 s. 6 d.

Item, the warrant upon it. *vic.* 2 s.

Item, or the *Certiorare* to certifie the Bond taken upon it. 2 s. 6 d.

The Charge of a Supersedeas *in* Chancery.

TO the Master of the Chancery for taking of his Bayl, 2 s.

For the warrant. 2 s.

For the Writ. 5 s. 6. d.

For the allowance of it. 2. s.

The said Fees be only of the case of a single person, and for the peace only.

But if it be of more persons, or for behaviour, as well as the Peace, then the charge is accordingly enlarged.

FINIS.

FH
MVSEVM
BRITANNICVM

The Tranſactions of the high Court of *Chancery*, both by Practiſe and Preſident, &c.

ACTIONS.

Dominа Chandois contra Chandois, the Court ordered that an Action of Treſpaſs ſhall be tried in any forraign County in *July* 37. *Eliz. Regina.*

11 Actions of treſpaſs tryed in a forraign County.

Barlow contra Wogan, in 8. *Jac. li. A. fo.* 186.

The like between *Tigh* and *Tigh*, in *Hillar.* 15. *Jac. Regis.*

Page cont' Page, li. A. fo. 74. *Eliz.* 44. & 45.

Berreſton contra *li. B.* 40. *Eliz. fo.* 724.

Mulcaſter cont' Mulcaſter, *Paſch.* 44. *Eliz.*

Gregſon cont' Euerard, in Trin. 21. *Jac. Regis.*

Comes Bedford cont' Ruſſel, further part

part of the County, *in* 3 *Car. Reg.*

Dominus Windsor contra Wright, *in Pasch.* 2. *Car. Regis.*

Flood contra Tracie, in *Mich.* or *Hill.* 5. *Car.*

Ilsley contra Dom. Parham. in 32. Eliz. *li. B. fo.* 839.

Circuity of action pleaded. *Kirkham contra Saunders*, Circuity of Action, the Defendant not prohibited to plead several leases for defence of his title in 34. *Eliz. li. A.*

Owen contra Lort, an Action of Travers tryed in a forraign County, in 10. *Car. Regis.*

1. *Acts of Parliament.*

Act of Parliament. *Bowes contra Comitem Northumbrie*, concerning the relation of an Act of Parliament.

3. *Accompt.*

Accompt. A Merchants Accompt perfected whether within the Stat. &c. *Lumley contra Garret*, when Merchants and Co-traders have made an Accompt, they shall not be compelled here to make anew Accompt, 12. *Car.*

Sands contra Bladwell, Merchants Accompts. Whether an Accompt perfected, shall be within the compass of the Statute of limitation of Accompt, 13. *Car.*

4. *Admission.*

Admission. A Lord to admit a Tenant. *Lunsford contra Popham*, a Lord to admit a Tenant, 23 *Jann.* 14. *Jac.* *New*

Newby contra Chamberlaine, the Court compels a Lord to admit a Tenant, in *Mich.* or *Hillar.* 5. *Car.*

March cont' Gage eod to admit a Tenant.

Gravener cont' Rake, the Court compels the Lord to admit a Tenant Copyholder to sue at law, without any forfeiture of his Copihold. In *Mich.* 31. & 32. *Eliz. fo.* 21.

5. No advantage to be taken notwithstanding the statute of limitation.

Advantage.

Comes Pembroke contra Hacket, no advantage to be taken at law, notwithstanding the Statute of limitation, 10. *Car.*

6. Advowson.

Advowson.

Magister Coll' Emanuel' cont' Ewens, concerning an Advowson which passed but by general words, Decreed in Equity, in *Hill.* 21. *Jac. li. A. fo.* 572.

7. Affidavit.

Affidavit.

Hill cont' Tiller, upon a Certificate from the Mayor of a Town under the Common Seal, that an *Affidavit* was made before him for serving of Proces, an Attachment was awarded, in 19. *Eliz. fo.* 63. *li. A.*

8. Agreement made before Commissioners Decreed.

Agreement.

A draught of an Agreement before the Commissioners Decreed, notwithstanding the Defendant refused, *Inter Pope & Mason*, 11. & 12. *Eliz. fo.* 321.

Smith cont' Gouch, A man that marries the Executrix of one that makes an Agreement, shall be as far bound, as he himself that made the Agreement. *Trin. 40. Eliz. li. B. fo.* 118.

Agreement to convey lands in tayl though imbezilled decreed.

Bates contra Heard, there was agreement between the said parties, that lands should be convey'd in tayl, that the same being taken away, was confirmed by Decree to be performed according to the said Articles, in *Mich* 11. *Jac. li. A. fo.* 864.

Throckmorton contra Dom. Throckmorton, Articles of Agreement decreed by the Judges advice, in *Novem.* 7. *Jac. li. B. fo.* 301.

Wadbroke cont' Cheeke, an Agreement for surrendring of a Copihold (though made when the party was in prison) upon Bonds for performance thereof, in 3. *Car.*

Foster cont' Elsonhead, an Agreement decreed, *& Benther cont' Denton.* 25. *Eliz.*

Kinnersley cont' Waller, concerning examination of some parties to a Joynt stock, after an Agreement made by some other parties, 3. *Car.*

Erby cont' Evans, concerning a promise or bare Agreement in *Mich.* or *Hillar.* 5. *Car.*

Pennifton cont' Com' Down, concerning Articles of agreement, and would avoid

an

an Estate upon pretence of no delivery, Decreed in *Mich.* or *Hillar.* 5. *Car.*

Pollington cont' Pollington, about 6. *Car.*

Owen cont' Dean, the Defendant got an assurance of Lands of one in Remainder of an Estate by Fine, contrary to an Agreement made to him that had the Remainder, & the Plantiff decreed notwithstanding that the Defendant should reassure it to the Plaintiff in *Nov.* 4. *Jac.*

Agreement for a Custome binds a Purchaser: if by threats otherwise.

Spicer cont' Dockwray, an Agreement for a Custome shall bind a Purchaser or Heir, 12. *Car.*

Plowden cont' Marsham, if Agreement be compelled by threats, it shall not bind, *in Hillar.* 3. *Car.* look tenth of *June* 1602. the contrary between Lord and Tenant.

Agreement or promise to pass lands of Inheritance.

Moyls case *cont' Horne* and others, by reason two hundred pounds was deposited towards payment, decreed.

Wilkinson cont' Dean, *Mich.* 2. *Car.* which afterwards passed away against the Buyer, because notice of Agreement.

Fitting cont' Portman, 43. *Eliz.*

Aubery cont' Concerning an agreement made by a Joyntenement, in 6. *Car. li. B.*

Page cont' Bishop, concerning an Agreement in 8. *Carol.*

Alven.

9. An Allien cannot sue. *Pround cont' Pround*, a Demurrer because an Allyen cannot sue, and because a Legacy given one in *ventre sa mere*, look the Judges Certificate, in 14. *Car.*

Allowance.

10 Allowance to children where there is none by Will. *Bright cont' Chappel*, children allowed seven or eight pounds *per centum* for their Education, where there is no allowance by the Will in 5. *Car.*

Fisher cont' Valence, the Defendant to allow damages for profits received, in *Mich.* 3. *Carol.*

Dorrington cont' Skinner in 8 *Carol.*

Charlish cont' Iliffe, Eight pounds *per centum* look whether the Mortgage was before the Statute of 21 or since, it was for a Portion, *Ju.* 3. *Car. fo.* 268.

Annuities.

11 Annuity *Fage, cont' Waller*, A Lease devised to one, out of that, there is by Will Annuities given, one of the Annuities dyed, one other of them claimes that Annuity by Administration, Decreed against the Executors 20. *Octob.* 1631.

Annuity devised out of lands good, &c. *Baynham & Newland cont' Guche*, an Annuity devised out of lands holden in *Capite* to charitable uses, holden good notwithstanding the statute of 44. *Eliz. li. A. fo.* 520.

Jesus

Jesus Colledge case in court of Wards in 13. *Jac.*

Gardiani de Eltham in June 15. *Jac.*

Aldsey cont' Place, a case made in *Mich.* 2. *Car.*

Major de Reading cont' Lane, gift to poor, because no Corporation voyd, yet relieved in 42. *Eliz. A. fo.* 706.

Pavier cont' Pavier, on Annuity granted, but because the lands are not chargeable at law, this Court will not in equity, but decreed to be paid in 14. *Car. fo.* 213.

Wiard cont' Mosi, an Annuity intailed thought not good, in *Hill.* 15. *Car.*

Annuity intayled thought not good.

Answers.

12 Answers.

Toy enforced at the suit of *Kirk*, to set down upon his Oath, whether his Lease was expired or not, 25. *Eliz.*

Mildmay was not enforced by Answer to the Bill of *Cary* and *Cottington*, to discover a Forfeiture to his own hurt, 32. & 33. *Eliz.*

The Defendant not inforced to answer to his own hurt.

Persons of a Corporation charged as private persons, answered upon Oath.

The plaintiff admitted to prooses, because the defendant being in prison would not answer.

Warr' cont' Societatem Felimakers, in 20 or 21. *Jac.*

Gomen cont' Taylor. 38. & 39. *Eliz.* The Defendant being in prison would not answer, therefore the Plaintiff was admitted to proceed to proofes.

Bicket cont' Waller, 28. *Novem.* 40. *Eliz.* The Defendant being in prison, and not in the Fleet, would not make a better Answer though two *Sub-pœna's* were served; my Lord Keeper said, Let that be deposed, and he should be shut up close prisoner in what prison soever he was. *Butt cont' Ward*, the Defendant enforced to answer without his wife, 28. *Eliz.*

Elizabeth Brereton cont' Hart, *Mich.* 1587. the like.

Kirkham cont' Saunderson, *Saunderson* having two Leases, was allowed to stand by Answer upon them both, and not restrained to one at his peril, *Hilar.* 35. *Eliz.*

Burgony cont' Machell, the Defendant divided his title by a Lease & Assignment which was before his knowledg, & therefore pleaded that he heard say, that such a Lease and Assignment was made; The Master of the Rolls was of opinion, because it was another's act, the oath is, that he thinks it to be true; The Defendant might have pleaded directly, that they were made as he thinketh, 37. *Eliz.*

Rotheram cont' Saunders, the Defendant answered, that he had no Evidences belonging to the Plaintiff, that Answer was disallowed, because the Defendant therein will be his own Judg, whether they be-

longed

longed to the Plaintiff or not. And therefore he was ordered to answer what he had, and to bring them to be viewed to whom they belonged. *Pas.* 37. *Eliz.*

A mans own acts must be answered directly upon oath, in the affirmative or negative, without Traverse. As Master Justice *Beamont* held in the Case of *Williams & Leighton:* 38. *Eliz.*

Standen cont' Bullock, the Defendant, forced to set down to whom he assigned his Lease, because otherwise the Leassor would have no action of Wast, and to set down the names of the persons, whom he had caused to fell trees, whereby the Leasor might have his action against them, 38. & 39. *Eliz.*

Wilcox & Yates cont' Fisher, after Replication a better Answer ordered, 38, & 39. *Eliz.*

To Answered directly.

Whether a License to assign a Lease were granted or not, being but three years past, the Defendant ordered by my Lord to answer directly, & not to his Remembrance. *Oswald con' Pennant*, 38. & 39. *Eliz.*

Part of the title omitted out of the answer, and the Defendant would have put in a second Answer with the full title, & my Lord said not for all that he is worth. *Ward & Colmer*, 1597. & 40. *Eliz.* & *Dacres & Stanhop*, eod.

Harbert cont' Morgan, 1597. the Defendant ordered to set down his Term certain.

The Defendant could not answer certainly what consideration he had a Lease for twenty years past, and not confessed it directly, but my L. said it was a crafty Answer, for he said directly that it was not upon trust, and it was of good value. *Randal* was Plaintiff in 1597.

Willoughby contra Dom. Wharton, she appointed to answer upon oath, & not upon her honour, and so they ought to be sworn as witnesses (as my Lord held) or else no Attaint lyeth, if the Jury do not according to Evidences, 1597.

Michel cont' Webb, 1. *Novem.* 4. *Eliz.* The Defendant by Answer accuseth himself and fellow Defendant, & is believed against himself, but not against his fellow. Whether a Joyntenant should be inforced by law to disclose a partition in the life of his Fellow. *Best cont'* did two Orders in 22. or 23. *Eliz.*

Cromer cont' Pennyston, *in* 39. & 40. *Eliz.* doubted.

Infants to answer upon oath.

Infants to answer upon Oath, and bound by Decree.

Warberton contra Fanshaw; *Mich.* 39. *Eliz. B. fo.* 289. Infants

Infants to anſwer by Guardian, *Com' Dorſet cont' Puckle, in Hillar. li. B.* 683. 1361.

Weſterne contra Talpit, 12. *Maii* 37. *Eliz. li. B. fo.* 106.

Langley contra Marke, primo Eliz. li. B. fo. 71.

Arch. cont' Collins, 6. *Maii primo Eliz. fo.* 113. 121.

Phillips cont' Owen-ap-Howel. 2. *Eliz. li. A. fo.* 121.

Poſthumus Hobbie cont' Smith, 18. *Jac.* 229.

Rivel cont' Com' Salop, the Defendant to anſwer upon Oath, *Mich.* 10. *Jac.* — To anſwer upon oath.

Comes Pembroke cont' Wainman, an Infant of 12 years, but not upon Oath, 5. *Jac. li. A. fo.* 1051.

Tichborne cont' Edmonds, the Defendant to anſwer the Bill though excommunicated, 37. *Eliz. li. A. fo.* 376. *Plumſon cont' Belloes.* — To anſwer though excommunicated.

Philips cont' Benſon, the Defendant ordered to Anſwer a Bill of perjury, 19. *Eliz. li. B. fo.* 165. — To anſwer a Bill of perjurie.

Wolley cont' Long Paſch. 10. *Jac.*

Gargrave contra Gargrave, in 1597. the Defendant anſwered voluntarily. — Anſwer voluntarily.

Jervace & Baxter, Trin. 22. *Eliz.*

A Report in 39. *Eliz.* between *Rumney* and *Wentworth.*

Trentham contra Kinnersley & Uxor, the Wifes answer admitted without the Husbands, he pretended pleading Jurisdiction of Court, 4. *Jac. li. B. fo* 90.

2. Defendants one answering and the other refusing shall be bound by the others answer. Ordered to answer though to his prejudice. Criminal causes to be answered unto.

Mathew contra Mathew, two Defendants, one having answered, the other refused, but shall be bound by the others Answer, if the cause pass against them, 7. *Jac. fo.* 702.

Chester contra Hicks, *Hil.* 1633. to amend an answer in the mistaking.

Eland contra Cottington, ordered to Answer, though it be to his prejudice by Statute laws, in *Trinit.* or *Mich.* 4. *Car.*

Wakeman contra Smith, although criminal Causes are not here to be tryed directly for the punishing of them, yet incidently for so much as concerneth the Equity of the cause, they are to be answered.

Sir *Mathew Carews* Report in 27. *Eliz.*

Winn contra Swayn, a Commissioner, to Answer Bribery and Corruption, *Trin.* 6. *Car.*

A Bishop to answer upon oath.

Major *Sarum contra Episc' Sarum*, a Bishop to answer upon oath, 8. *Car.*

Eyre

Eyre contra Wortley, one Defendants anſwer ſhall not prejudice the other Defendant, about 3. *Car.*

Chettle contra Chettle, a Rejoynder and a Commiſſion, the Defendant to amend her Anſwer, but my Lord ſaith not to amend an Anſwer after iſſue joyned, *Mich.* 9. *Car.* Quere further what was determined. Anſwer not to be amended after iſſue joyned.

Eaſt contra Bettiſon, *Paſch.* 21. *Eliz. li. A. fol.* 176. an Exchequer man to anſwer. Exchequer man to anſwer.

Menel contra Fenton, *eod fo.* 231.

Reader cont' Ceble, after a *Dedimus* to anſwer, liberty to demurr. 9. *Car. li. B. fo.* 333.

Pridgeon contra Lambe, or *Thorohurſt contra Lambe*, 7. *Car.*

Perry contra Gunter, *in Paſch.* 2. *Car. li. A. fo.* 546.

Acton contra Decanum Elye, the Defendant to anſwer as a Politique body, 9. *Car.* Quere whether upon Oath.

Portman contra Popham, a wife to anſwer without her Husband, he being beyond Sea in 11. *Car.* A feme covert to anſwer.

Arrerages.

Saris contra Strudhay, the Plaintiff to have Arrerages before Attornment, 25. *Eliz.* 13 Arrerages.

Drury

Drury contra Drury, concerning how far a Tenant shall allow arrerages before partition, 6. *Car.*

14. Assignment before a Commission of Bankrupt sued out good.

Assignment.

Yardley contra Knight, a Debt assigned before a Commission of Bankrupt sued out good, 7. *Car.*

Knight & Chambers contra Gregoria, eodem.

15. Assurance.

Assurance.

Kempe cont' Palmer, in 1594. further assurance not demanded within the time yet in equity ordered to make further assurance afterwards.

The Wife to make an Assurance.

Inter Charrington & Uxor quer' & Humphrey Defendant. It is ordered, that the Defendant and his Wife, shall make an absolute assurance for the extinguishment of her right in the lands, *in prime Edw. 6. fo. 306. & in li. C. fo. 3019.*

Beeston contra Langford, further assurance compelled 41. *Eliz. li. B. fo. 222.*

Attachments.

16. Attachment against Lords.

An Attachment against the Lord *Cromwell* against *Tavernor* about 14 *Eliz.*

The like against the Lord *Dacres*, 32. *Eliz. li. A. fo. 65.*

An Attachment about *June*, 37. *Eliz.* against the Lord *Barkley*, at the motion of the Countess of *Warr'*.

Keies

Keies contra Macher, an Attachment against the wife alone, and not the Husband, for that she would not answer the Bill, *Mich.* 4. *Jac.* Attachment against the wife without the husband for not answering.

Farmer contra Fox, because the Defendant maketh Oath, that he cannot answer without sight of Writings in the Country, and then puts in a Demurrer, therefore an Attachment is awarded against him, *Pasch.* 21. *Eliz.*

Savil contra Slingsby, an Attachment against an Infant, to make him to choose a Guardian, *Hillar.* 7. *Car.*

Witham contra Roberts, an Attachment awarded against the Plaintiff, for arresting the Defendant, upon an Attachment in the Court of Requests, against the Priviledg of this Court, the Defendant being formerly a priviledged man, and an Injunction to stay proceedings there, 9. *C.* Attachment against Infant.

Attorney.

Might an Atturney, sued at Law upon an Action of the Case, for confessing an Action without Warrant for one *Hargate*, for whom he had been an Atturney wherefore *Might* sought Relief in this Court, and could not have it, in 1595.

Attornement. 18.

Hush & Bloud & Fowler, 36 *Eliz. Trin.* & *Pasch.* 36. *Eliz. li. A. fo.* 19. Attornment ordered.

Dannet

No withstanding a Disseisin.

Dannet cont' Blackall, an Attornment ordered notwithstanding a Disseisin, and it was for a Lease, 11. *Car. vel Jac.*

Pie cont' Bevil, the Defendant ordered to shew Evidences, to direct what Tenants ought to Attorne, and to discover who is Tenant, 11. *Car.*

Sands cont' Lewes, an Attornment, ordered and arrerages and damages since Rent became due, 11. *Car.*

Vivian cont' Treſayer, notwithstanding no Attornment before *Quid juris clamat*, ordered to go to Law directing a special tryal in it, 14. *Car.*

Award.

19 An Award not to be decreed.

Dale, cont' Wood, Trinit. 24. *Eliz.* An Award made, the Defendant recovered money thereby, the Plaintiff would have had it Decreed, could not, because it was not made by any Warrant of this Court.

An Award concerning a lease to be performed.

Twyn contra Twynn, the Court ordereth an Award or agreement to be performed concerning a Lease and other things, 40. *Eliz. l. B. fo.* 463.

Sands cont' Carvil, in 9. *Car.*

Award voluntary decreed.

Car contra Heron, an Award decreed with the advice of the Lord cheif Justice in 22. & 23. *El. li. A. fo.* 596.

Hall contra Hocks, in Nov. 38. & 39. *Eliz.* it is a voluntary Award

Godde-

Godderick contra Swanſell, an Award decreed by this Court, and a man bound, though no partie to the Exchange, 9. *Jac. li. B. fo.* 1456. Award decreed no party to the Exchange bound.

Biſhop contra Biſhop, a voluntary Award decreed, but ſome part being to bind Tenant in tail not to alien, the Court would not decree that, but gives relief againſt the Award, being to made a perpetuity, and a man not bound to Anſwer, as to cauſe him to be Subject to the penalty of a Bond, and the Statute of limitation (as this caſe ſtands) is overuled, *Mich.* 15. *C.*

Colt contra Smith, an Award made by *Cordal* and the Biſhop forty years ſince, decreed againſt the Succeſſor for the manner of tithing, *Mich.* 21. *Car.*

Bail.

A Bail in this Court, or in the Civil law, is diſcharged upon bringing in the principal, as he may at the common law. *Archbol contra Barrel*, 23. & 24. *Eliz.*

Bargain.

Bargain for horſes by doubling of Oats.

Rogers contra Smith, the ſuit is touching two Horſes, for which the Defendant was to pay by doubling an Oat, demurred becauſe but an action of the caſe, overruled in 15. *Car.*

Fage contra Brown, concerning the buying

For a Lute by the strings. 23. Barrester being free of a Company.

buying of a Lute by the strings, 1. or 2. *Car.*

Barrester.

Swallow contra Man, Barrester of the Temple, being free of a company and by his Will disposeth of profits of Lands, how far shall it trench upon the Custom, *Pasch.* 15. *Car.*

Bill.

One which had a Covenant to deliver Evidences, exhibited his Bill, supposing certain deeds to remain in the Covenanters hand, the opinion of the Court was, the Defendant needed not to answer, because he should thereby disclose cause of Forfeiture of the Bond. *Wolgrave contra Coe, Mich.* 1593. 38. *Eliz.*

A Bill to examine Witnesses in perpetual memory touching common not thought fit, but a Bill upon the title, and to examine Witnesses and publication thereupon, & then to go to Law, *Throckmorton cont' Griffin*, 38. & 39. *Eliz.*

The Father complaineth for a Lease, which is in the son to the Fathers use, *Pomeroy contra Ford, Pasch.* 1597.

A Bill upon a penal Statute, clayming one half to the Queen, and another to the party, disallowed by my Lords opinion, *Coward & West, Trin.* 39. *Eliz.* though not mentioned in the Order *Clif.*

Clifford cont' Adams, 11. & 12. *Eliz. li. A. fo.* 294. the Plaintiff having put in his Bill being misconceived, notwithstanding Answers put in, and proceedings had thereupon, was taken off the File and new put in. Bill taken off the file and new put on.

Stanley contra Young, *Hillar.* 1590 The Lord Chancellours opinion was, that the old and new proofs should be read upon a new Bill, to prove better matter. Old and new proofs read upon a new Bill.

Cromer exhibited a Bill against *Champney*, to be relieved of a Bond made for money won at Dice, the Defendant would have been dismissed, but ordered to answer it, 22. *Maii*, 38. *Eliz.* Bill for money won at dice.

And the like case between *Hubbard* and the Lord *Compton*, about 44. *Eliz.*

Piggot contra Parson, 44. *Eliz.* Because the ground of the Bill is for a Legacy, thought fit to be dismissed. Bill for Legacy dismissed.

Pennington contra Cook, a Bill to prevent Dower being her Husband was past memory at time of Marriage, but it was dismist to law, 3. *Jac. li. B. fo.* 6.

Hare cont' Hide, a Bill preferred against an Infant, and he ordered to answer, *Hillar.* 3. *Jac.* & *Pasch. Prox.*

Scoble contra Holman, if the Plaintiffs Bill were exhibited before Judgement, the Defendants proceedings to stay, or else not, 38. *Eliz. fo.* 79.

No Bill of Revivor after Marriage.

Vaux contra Dowel, 39. *Eliz. lib. B. fo.* 132. no Bill of Revivor after Marriage.

Dale contra Dale, the like.

In 25. *Eliz. Sloper contra Bacon.*

Creſwel contra Luther. 19. & 20. *Eliz. li. A. fo* 210. A Bill to find who is Tenant of land whereby to ground an Action.

No Bill of Review admitted upon new matter, *Lovegraie contra Webb*, 3. *Jac.* 259. *Mudget contra Davies*, 15. *Jac. li. B.*

Bill to be relieved upon an eſcape.

Carnſew contra Coad, a Sheriff preferred his Bill, to have relief upon an eſcape of one that was in execution, *Mich.* 20. *Jac. li. B. fo.* 306.

Reynel contra Quintin, *li. A.* 7. *Jac. fo.* 933. contrary.

Reynel contra Longcaſtle, *Hillar.* 19. *Jac. Bell & Farrington*, 10. *Jac. li. B. fo.* 178.

A Bill in the nature of an Avowry for Rent.

Ceſar contra Cater, *Pas.* 9. *Car.* A Bill in the nature of an Avowrie for Rent, and ſervice, the Defendant ordered to ſet out a place, and ſtand upon right, or go to hearing.

Bill to reverſe a Decree a *York.*

Aſkwith contra Turnor, *Mich.* 1633. A Decree at *York*, a Bill preferred in this Court to reverſe it, the matter was heard at large, notwithſtanding any pleading of the Defendant.

Preſton contra Proctar, 2. *Car.*

Boucher contra Barwick Paſch vel Trin. 10. *Car.*

Alex.

Alexander contra Creſheld, A general and voluntary promiſe (and no conſideration) of the ſon, to diſ-ingage and pay the Fathers debts, where, no advancement by his Father, diſmiſt, 28 *Octob.* 7. *Car.* Bill a voluntary promiſe without preferment diſmiſt.

Cowley contra Anderſon, 20 *Jac. li. B. fo.* 77. the Defendant conveyed land to the uſe of his Daughters, the Plaintiff married one, & had children by her who are dead, the Plaintiff prefers his Bill to be Tenant by curteſie, but held not ſo, becauſe the Daughters had Joynt Eſtates, and ſo goes to the Survivor. Bill to be tenant by curteſie.

Clifford contra Laughton, the Plaintiff prefers a Bill in this Court againſt the Defendant, ſuppoſing that more lands paſſed then was intended, but becauſe the Defendant was a Purchaſer upon valuable conſideration, would give no relief, 4 *Jac. li. B fo.* 340. Bill pretending more land paſſed then was intended, yet no relief againſt the Purchaſor.

Kingſmill contra Etheridge, the Defendant ſueth for contribution after Judgment, which was aſſigned for that purpoſe in June, 20 *Jac.* Bill for contribution to a Surety.

Newman contra Lloyd, a Demurrer over-ruled about 20 *Jac.*

Hill Mil'. contra Penty, Walſh & al'. about 17 *Jac.* another in the Queens time between *Agar* and *Curſon*.

Bill upon escape not relieved here.

Hide contra Burges, upon a Bond, 3 *Car.* A Bill preferred to be relieved upon point of escape, but dismissed.

Brackin contra Dom. Perpoint, 25 *November*, 21 *Jac.*

Reynell contra Darling, 6 *Octob.* 19 *Jac.*

Reynell contra Whiting, 14 *Maij.* 19 *Jac.*

Bill to find a Tenant to ground an Action. For an Escape. Tenant pur auter vie prefers a Bill, or an Executor sues for land. For Fees dismist. To set out boundaries.

Dom' Kempe contra Risbie, A Bill to find a Tenant to an Estate whereby to ground an Action of Dower, in *Mich.* 2 *Car.*

Lello contra Lamplugh, concerning an Escape, *Mich.* 5 *Car.*

Hemming contra Leigh, *Tenant pur auter vie*, exhibited a Bill, or an Executor sues for title of land, whether this shall hold in *li. B. Car.* 6. about two years after referred to Master Justice *Jones.*

Harding contra Tedwell, a Bill for Fees was dismissed, & *Moor contra Rowe*, 5 *Car.*

Yelverton contra Rolfe, 6 *Car.*

Tipping contra Chamberlain, a suit to set out Boundaries, *Mich.* 2 *Car.*

2 Bills, the first in the Court of Requests, th'other

Samuel contra Samuel, a Bill first preferred in the Court of Requests, and the same being mistaken there, prefers another Bill here, the Defendant pleads the proceedings in that Court, notwithstanding over-ruled, 9 *Car.*

Sucklyn contra Morley, the Bill being to dis-

discover, what money the Defendant won at Dice or play of the Plaintiff, over-ruled, and an Injunction, to stay suit upon a Bond entred into for the money, 11 *Car.*

here, the defendant pleads the proceedings there over ruled

Dayrell contra Pollard, a Bill to assist a Covenant, 11 *Car.*

For mony wonn at dice, &c.

To assist a Covenant.

Potts contra Scarborough, the Bill being to examine Witnesses in perpetual memory concerning common reteyned, 11 *Car.*

In perpetual memory

Walker contra Lipscombe, for that the Plaintiff sheweth by his Bill, that he hath no Witnesses to prove the same, and the Defendant denyed upon Oath, therefore dismissed, *Mich.* 12 *Car. li. B.*

dismissed upon Answer.

Read contra Gilbert, a Demurrer put into a Bill for Fees for sollicitting to discharge a Tenure done, accordingly yet Demurrer to stand, 12 *Car.*

Savill contra Timperley, a Bill to be relieved for a way which hath been abolished, a Commission to set it out in 8 *Jac. fo.* 855.

A Bill for a way.

Rembolt contra Jones in Mich. 15. *Car.*

Miller contra Blandist, to be relieved concerning a promise to assure land of Inheritance, but because there was no execution thereof, but only fifty five shillings paid in hand, dismissed in 30

Upon a promise to assure lands of Inheritance dismissed.

Town contra Trahern, a Bill preferred here to ſtay a ſuit, brought upon falſe Impriſonment, in 10 *Jac. lib. A fo* 477.

Arundel contra Drew, A Bill entred into to procure a Marriage, cancelled. A Caſe between *Coſvenors* and *Comes Suff.* 10 *Jac.*

Ireland contra Jefferey.

Delabarr contra Cox, the Bill to be relieved upon Articles of Agreement, but (becauſe the bargain at Dice) would not decree it, in *Mich.* 14 *Car.*

Price contra Palmer, A ſuit to reverſe a Decree made againſt a Wife, ſhe conſenting to a *Feme Coverts* Anſwer, ſhall not bind, in *Mich.* 9 *Car.*

To perform a Will.

Hire contra Wardal, the Bill is to have a mans Will performed, 9 *July*, 4 *Car.*

Aprice contra Apriee, a Bill preferred for a perſonal Eſtate, becauſe he makes an Eſtate, Title or intereſt to himſelf, diſmiſſed in *Mich.* 13 *Car.*

Gerrard contra Deering, becauſe a Prohibition to ſtay ſuit in the Court of Requeſts, prefers a Bil, and deſires Depoſitions in that Court to be uſed, *Paſch* 1 *Car.*

To diſſolve a Contract of marriage.

Bateman contra Wells, a Bill to diſſolve a Contract of Marriage, and to have Bond up, becauſe the woman denies to have him, *Hillar.* 8 *Car.*

Cotton

Cotton contra Foster, the Plaintiff prefers his Bill to have the Defendant answer, whether the Contract was to receive more moneys for Interest then warranted, Demurred unto, but overruled, and if found that the Defendant lent it without consideration, then to take the forfeiture in 25 *Eliz. fo.* 15. How far a man must answer.

Walsh contra Marshall, a Bill upon a Recognizance, the Defendant pleads the Statute of Usury, and the same is insufficient, Ordered to put in such a Plea as he will stand unto, 25 *Eliz. li. B fo.* 28.

Mallery contra Vintner, a Bill to be relieved upon an Action of the case upon an Accompt, after a Verdict, Judgment, and Execution at Law, referred again to Law, because a Verdict passed upon the Oath of one *Vintner*, who was thought not to have dealt fairly at the tryal, and after, the cause referred to this Court for Equity, *Hill.* 15 *Car.* Upon an action of the case after a tryal referred again thither, but reserving equity.

Muffet contra Crack-place, the Defendant and two more, ordered to conform themselves to an agreement of other Creditors, 11 *Jac. li. A. fo.* 104. Of the nature of conformity.

Many Plaintiffs in one Bill for several causes, and much disliked. *Bristow* and *Parker* in 1590.

Bonds.

24. Bonds antient to be cancelled.

Garford contra Humble, Ancient Bonds put in suit, ordered to be cancelled, about *Mich.*16. *Jac.*169.

Monson contra Bettison, simile in 5 *Car.*

For Tobacco cancelled.

Hubberstie contra Dumethalls, Bonds entred into for Tobacco here cancelled, *Mich.*11 *Jac.*

Put in suit ordered not to proceed.

Pearcy contra Bardolf, the Defendant seeks to put a Bond in suit against the Plaintiff, having married she that promised not to marry without the consent of friends, Ordered not to proceed in 32. *Eliz. li. A. fo.*213.

Released by the Father taken in the sons name is good

Simonds contra Lomley, Bonds released by the Father, which he had taken in the names of his sons being Infants, thought good and allowed in *Hillar.*20 *Jac.*

Entred into by minaces, &c. cancelled.

Watts contra Lock, 4 *Car.* Bonds cancelled which have been entred into *per* Menaces, threats, and Imprisonments.

Otby co. Daniel, point of cosenage, bonds cancell'd & concerning wares, in 5 *Ca. l. B.*

For resigning a Benefice.

Wood co. Berry, concerning Bonds given for resigning a Benefice. My L. Keepers distinction concerning Simony, in *Tri. Car. 6. li. B fo.*653.

Snel cont' Still, concerning Bonds to present to a Benefice, *M.* 3. *Car.*

To

Top cont' Roberts, Mich. 12. *Car. li. A. fo.* 66. the Defendant would avoid the payment of money upon a Bond, becauſe the Plaintiff made a Releaſe the ſame day after the Bond entred into, relieved here. For payment of mony and a Releaſe made all in one day relieved.

Wynne con' Swayn, & Man con' Ham, Bonds entred into for performance of an Award, upon non-performance ſued, yet ſtayed by Injunction, 6 *Car. li. B.*

Lever cont' Arſents, 6. *C. l. B.* Bonds entred into for fees, & Lords favors cancelled.

Colſton con' Car. a Miſnoſmer in a Bond no advantage to be taken, 11. *Mali* 33. *Eliz.* Miſtaken no advantage.

Wright con' Moor, 7. *Car.* A voluntary Bond of 1000 l. entred into for no conſideration cancelled in the preſence of Judges. A voluntary bond entred into cancelled.

Arleſton cont' Kent, Bonds entred into for procuring a Marriage, cancelled *Febr.* 17. *Jac.* For procuring marriages cancelled.

Gots contra Gibſon, Feb. 10. *Jac.* an Injunction awarded.

Wiſeman cont' Paſcel, the Bond brought into Court, 3. *Car.* For firſt fruits one delivered up.

Trobridges caſe, 9. *Car.* Two bonds for firſt fruits entred into, the firſt muſt be delivered up.

Malton contra Pennel, 12. *Car.* though a bond be forfeited, & money tendred afterwards ſhall be allowed no uſe after the tender. Forfeited, and after the money tendred, no uſe from that time allowed.

Dom.

Ancient to be delivered up, and cancelled.

Dom. Cavendish contra Forth, Bonds entred into in 22 *Eliz.* because it was not inventoried, and some money proved to be paid to the Testator, it was conceived the money was all paid, and the Bonds decreed to be delivered up.

For performance of Covenants mistaken, cancelled.

Tisdal contra Dawvers, a Covenant that a Meadow was haimable at *May* day, and a Bond for performanee of Covenants, that the Meadow was haimable at *April*, the Bond was put in suit upon that Covenant, decreed to be cancelled, in 10. *Jac. li. A. fo.* 231.

Without use by the Father, the Son shall have none.

Archer cont' Bartlet, *in* 10. *Car.* where the Bond is made without use by the Father, the Son shall be concluded.

Voluntary Entredinto to procure a Pardon.

Bridges contra Wimbleton, concerning a voluntary Bond entred into, 10. *Car.*

Mainwayring contra James, *& Moie*, concerning Bonds entred into, to procure a pardon, the Bill and Answer expresseth the Bonds to be without any consideration, and no personal Estate to satisfie, and how far the pardon shall take away the civil action of another, and the Lord Keepers Declaration, if a man enters into a Bond for payment of a sum certain, at a day certain, the Oblige shall not be put to prove the Bond in *Novemb.* 1629.

Bro-

Broccage.

25. Broccage of Citizens and Gentlemen.

Sands cont' Greſhall, the great cauſe concerning young Gentlemen being brought in by Londoners. *Hill* 31. or 32. *Eliz.*

Cattel Tythable.

26. What manner of Cattel tithable.

Southby cont' Meer, 5. or 6. *Car.* concerning what manner of Cattel are tithable.

Charitable uſes.

27. Money given to a charitable uſe decreed with damage.

Seymor cont' Pauperes de Twiford, Money long ſince given to a charitable uſe decreed with Intereſt, *Trin.* 1634.

Wolrich cont' Inhabitant de Erempton, charitable uſes upon the ſtatute of 43. *Eliz.*

Burford contra Pauperes de Sudbury, *Trin.* 5. *Car.*

Slater cont' Phillips, concerning a charitable uſe, & the Judges Certificate upon the ſtatute of 43. *Eliz.* 5. *C.* & *Mich.* 2. *C.*

Charitable uſes when confirmed by Lord Keeper not to be altered, and the Lord Keepers power.

Panperies de Eaſt-Greenſteed contra Howard, my Lord declared, that when he had altered or confirmed the Decree made upon the ſtatute of 43. *Eliz.* the Decree is to be perpetual and then to remain in the Pettibag, and it is in his power to make a Decree good, which is defective in 8. *C.* & 10. how far a Purchaſer ſhall be bound.

Hungate experte Inhabitant de Sherborne 3. *Car.* A debt which is a charitable uſe in

Action

Action, was given for the erection of a School, and this was a good appointment within this law.

Steward contra Jermin, 41. *Eliz.* when a Donor appoints lands or goods to be sold for to maintain a charitable use, and doth not appoint by whom the sale shall be made by such as the Commissioners shall appoint.

Hellams Trin. 5. *Car.* a devise to the Company of Leather-sellars *London*, for a charitable use, was holden a good devise.

2. *Jac.* lands in *Graies*-Inn-lane, given to build a School at *Rugby* in *Com' Warr'*, the Commissioners did sit at *Rugby* to enquire, and held not good.

Wingfield 4. *Car.* Mony was given for the good of the Church of *Dale*, and this was ruled good upon these general words.

Kenham 41. *Eliz.* that a Copihold may be charged with a charitable use.

Goff contra Webb, 44. *Eliz.* upon the Will of one *Hunt*, of the Lease of the rectory of *Haines* in the County of *Wilts*, it was resolved by *Egerton* and *Popham*, that a devise of mony be distributed to twenty of the poorest of his kindred shall be a good devise, notwithstanding it doth not appear that he had any poor kindred.

Champion contra Smith, 3. *Jacobi*, one *Ridley*

Ridley being seized of Copihold lands in *Barking* in *Essex*, did devise that the Parson and Church-wardens in Thames-street *London*, and four honestmen of that Parish, should sell the land, and employ the money for the poor and charitable uses in that Parish. And it was objected that the devise was void, because the Parson & Church-wardens were not a Corporation to take land out of *London*, nor to sell it for such uses, but it was decreed that the devise was good, and that they had a good Authority to sell the same.

Stoddard 20. *Jacobi*, who devised by parol a yearly rent of 10. pounds *per annum* for ever, out of his house called the Swan with two necks, in the old Jury *London*, for the maintenance of two Schollars in *Oxford* and *Cambridge*, and willed that *Hugh le Scrivenor* should put it into writing, which he did accordingly; and this was found by Inquisition, and decreed.

And it was objected, that the Devise was not good, for that a Rent could not be devised by a Will Nuncupative, but the Decree was confirmed to be good, for a Rent may be created and granted without Deed in case of a Petition, much more for a charitable use.

Hire contra Cordal, Pasch. 4. Jac. upon the

the Will of one *Thomson*, who being seized of lands in *London*, did devise that it should be sould after the death of his Wife, for Daughters Portions, and made his Wife his Executrix, and it was ruled, that the Executors of his Wife might sell, for land in *London* devisable by Custom before the Statute of Wills, but it was doubted that it had been of lands not devisable by Custom.

Major & Burgenſis de Reading contra Lane, in 43. *Eliz.* A devise to the poor people maintained in the Hospital in the Parish of Saint *Laurence* in *Reading* for ever exception was taken that the poor were not capable by that name for no Corporation, yet because the Plaintiff was capable to take lands in Mortmain, and did govern the Hospital: It was decreed the Defendant should assure the lands to the Major and Burgesses for the maintenance of the said Hospital.

Sir *Thomas Middleton*, *Hillar.* 15. *Jac.* The Master and Mariners in a voyage to Sea agreed that a ratable proportion should be deducted out of their wages, for relief of such seafaring men, as should be maymed at Sea, and Sir *Thomas Middleton* (being Treasurer for the Navy, *Anno* 1590.) had paid their wages, and deteyned

ed this money for the maymed sea faring men, & not paid it, and although no certain particular men could claim it, yet it was adjug'd to accompt for it by this law.

Major Bristol contra Whitton, 9. *Car.* A man devised by his Will, moneys to a charitable use, to be bestow'd for poor people, and the residue of his goods to be employed to such uses as his Feoffes shall think meet, Devise is good, though it be devised to a Corporation, *&c.* in 8. *&* 9. *Car.* Two Judges Certificate afterwards.

Fisher contra Hill, when nō use is mentioned or directed in a Deed, it shall be decreed to the use of the poor, and the Feoffement being made to Gentlemen out of the Town, sought to be avoided, because it ought to be the Townsmen only decreed in 10. *Jac. li: B. fo.* 238.

Pie contra *in* 14 *Car.*

Estcot contra Cook & Mannington, *in Mich.* 15. *Car.*

Allen contra Cook Mich. 14. *Car.*

Peacock cont' Thewer, *M.* 14. *Car.* If lands be given to a charitable use, to dispose an overplus, if the Purchasor had no notice, cannot bind him, but if rent issue out of land, the Purchasor must pay it, but will not charge him to pay arrerages before purchase

purchaſe, nor lay it upon one, nor excuſe the other.

Manſel contra Middleton in Mich. 14 Car.

Penniman contra Iennings, Lands given to Church-wardens, void in law, decreed hereabout. 2 *Car.*

Pember contra Inhabitant de Kington, Whether money given to maintain a preaching Miniſter be a charitable uſe, the Lord Keeper, and the Judges did decree (notwithſtanding it is not warranted by the Statute to be a charitable uſe) that the ſame ſhall be paid by the Executor to ſuch maintenance, in *Trin.* 15. *Car.*

Penſterd contra Pavier, A. Deviſeth 20 pounds *per annum*, to a preaching Miniſter, dyes, leaving lands and Aſſets, the Defendant will not pay it accordingly, the Court with the Judges chargeth her out of the Aſſets, to buy lands to perpetuate it in *Trin.* 15. *Car.* ſhe having but a third part of the lands, and ſo ought not to be chargeable with any more.

Bramble contra Pauperes de Havering, *Feme covert* makes a Will of 30 ſhillings *per annum* to a charitable uſe, out of ſome of her own lands and (though an award) it ſhall be paid, and Bonds given to perform the ſame, yet the Heir is not bound to perform the ſame in *Trin.* 15. *Car.*

Wind-

Windsor contra Paupers de Farnham, whether after appearance upon exceptions, the Decree may be revived in *Pasch. 2. Car.*

Chose in Action.

Burrel contra Siday, a Devise out of a *Chose in Action*, good in this Court, in 3 *Car. li. B. fo.* 792. *Chose in Action* good in this Court.

Roch contra Guntur, Assignee of *Chose in action*, in *Mich.* 15. *Car.*

Greenvile contra Com' Suff. concerning assigning of *Chose in Action*, and disposition of things by a Feme covert, *in li. A. fo.* 5. *Car.* Assigned and disposition of things by a *feme Covert.*

Georges contra Chancey, *Mich'.* 15. *Car.*

Greenvile contra Cutteford in Hill' 1632.

Seaten contra Ferrers, concerning the assigning of money decreed in *li. B.* 22. *Jac.* and a second Purchaser ordered to pay the money, although but *chose in Action*, and not privy to the Assignment. Assignable by this Court.

Colluder.

Forth, to bring in *Mary Dick* with whom he colluded, the Lord *Audley* and 32. & 33. *Eliz.* 29. One Colluder to bring in another.

Common.

Magister & societat' Christ-Church in Cambridge contra Martin, the Bill concerning title of Common, and the Court Awards a Commission for the distingui- 30. Common. A Commission to distinguish bonds and meats.

shing the Meats and Bounds in 32. *Eliz. li. A. fo.* 207.

Sands contra Beal, in Pasch. 20. *Jac. fo.* 866.

Determined here and stinting of cattel.

Tenants of *Dosthorp contra Loveday*, point of common determined here in 33 *Eliz. fo.* 400. *li. B.*

Raremeadow contra Beacle, and stinting of Cattel in *Nov.* 7 *Jac.*

French contra Eyer, *in* 33. *Eliz.* concerning Commons, Wasts, and Customes.

Cockaine contra Dom. Howard, for Apportionment of Common, 9 *Car.*

Goodman contra Wood, This Court determines the liberty of Foldage and Pasture, and what number of sheep shall be kept, 21 *Jac.*

Hartly contra Dively, a Bill here for common of Pasture for him and his Tenants, common of *Turbary* in the wast grounds in a Mannor allowed here, *in* 33 *Eliz. fo.* 192.

After tryal at law a Commission to set forth Common. To be according to the plowland, and Cottages.

Lamot contra Hitch, Whether a common for sheep lyes now in the Parish of *Melborne* or *Folmer*, though sent to Law, yet reserving equity, to the end a Commission may be awarded to set it out in 14 *Car.*

Sewel contra Finch, finds that the Town hath had alwaies Common, and many Deeds

Deeds ſpeak of uſe and truſt, the Court adjudgeth the Common to be according to the plow-land and Cottages not to be excepted; but to have a proportionable rate in 2 *Car.* not to be excepted.

Tucker contra Coppleſton, becauſe the Plaintiff could not preſcribe any Title of Commoning in the Waſts, no Relief, *in Paſch.* 15 *Car.* Preſcription of Common how far relieved.

Mole contra Mole, An Argrement between Towſmen concerning ſtinting and reſtrayning cattel, and other Orders in the Fields, diſmiſſed in 15 *Car.* By lawes for ſtinting of Common diſmiſſed.

Commiſſions.

Cage contra Elrington, a ſpecial Commiſſion to private perſons to apprehend one in Contempt, and to bring him to the Fleet, *Trin.* 3 *Jac.* Commiſſion ſpecial to private perſons.

The parties ſhall be bayled if good Sureties be offered, or elſe they ſhall be ſued about 37. & 38. *Eliz.* Of Rebellion.

Becauſe the Defendant had ſet out all Proces of contempt, 1 *Ed.* 6 *fo.* 144 or 244. For poſſeſſion.

Another for *Lawſon*, 37 *H.* 8.

Evans contra Bingham, 30 *Eliz.*

Lovis contra Lovis, *eod.*

Brereton contra Young, about 33. *Eliz.* Commiſſion to take poſſeſſion, and apprehend the contemners.

Brocas contra Savage, To put the Defendant in poſſeſſion.

Wildgoſs contra Rayland, 36 *Eliz.* Becauſe the Defendant ſtood out all Proces of contempt for not anſwering, the Bill was taken *pro confeſſo*, *Denton Mill* was Plaintiff *contra Brown in Paſch.* 11 *Jac. li A. fo.* 736.

Another between *Comes Oxon contra Gouch* about 13 *Jac. fo.* 104.

Comes Hertford contra Gerrard, becauſe the Defendant would not anſwer the Plaintiffs Bill, it was taken *pro confeſſo*, 10 *Jac. li. A fo.* 371.

Devoreux contra Stephens, *Maii* 11. *Jac. fo.* 632.

To examin wafts. *Peſhal contra Reresby*, A commiſſion to examine Wafts in 12. *Jac. li. B. fo.* 74.

Sacheverel contra Sacheverel, One of the Commiſſioners letting the Defendant eſcape, being taken upon a Commiſſion of Rebellion, was to ſtand committed to Priſon, till he brings in the Defendant in *Hillar.* 18. *Jac.*

To prove whether a child be legitimate. A Commiſſion out of this court, to prove whether a Child be legitimate, *Creſſey contra Hull*, *Paſch.* 11 & 12 *Eliz. li. A. fo.* 130. The contrary in 22 *Jac. inter Hobby & Smith.*

Townley contra Clench, or *Clench contra Townley*, about 40 *Eliz*, *Mul-*

Mullineux contra Mullineux, the Court orders that a Commission shall go forth to set out lands that lye permiscuously to be lyable for payment of debts, in *Feb.* or *Jan.* 14. *Jac. li. B. fo.* 427. To set out lands for payment of debts.

Peckering contra Kimpton, a Commission to set out Coppyhold land from free land which lye obscured, if the Commissioners cannot sever it, then to set out so much in lieu thereof, in *Mich.* or *Hill.* 5 *Car.* To set out Coppyhold land from Freehold lands.

Lovelace contra Coffin, whether a Commission to answer and examin Witnesses, may in one be concluded. 9. *Car.*

Hopton contra Higgins, A Commission awarded to prove Customes, but parties interessed shall not be examined as Witnesses, in 10 *Jac. li. B. fo.* 309. To prove Customes but parties interessed not to be examined.

Bartley contra Eyre, where a Commission is awarded to Commissioners to examin Witnesses, and they cannot agree, or where there is an undue carriage, or the Commissioners great, or Witnesses old, the Court awards an Examiner to go down into the country in 1 *Aug* 41. *Eliz.* After Commission an examiner to go down to examine.

Maton cont' Culpepper, 25 *April*, 15 *Eliz.*

Stampe contra Clark, *in June* 32. *Eliz.*

Commissioners.

Nelson contra Yelverton, Commissioners upon a Commission of Rebellion, letting 32. Commissioners.

the partie in contempt go where he liſted, orderedto be committed till they pay the debt, in *Trin.* 18. *Jac.*

The like between *Sacheveral* and *Sacheveral*.

Morgan contra Bowdler, Commiſſioners to be examined upon occaſion of partiality and practiſe, 9. *Car.*

Norton contra Hodgets, *Trin. Car.* 5.

Commitment.

33. Commitment, one delivered, & after apprehended and commited.

Braſier & Croſs, *in* 39 & 40 *Eliz.*

Wheatley contra St. John, the Husband and Wife committed in 38 *Eliz. li. A f.* 63.

Scroop and *Steward*, the Defendant ſhut up cloſe in the Kings Bench, and not to have *Habeas Corpus.*

Husband and Wife committed.

Pope contra Newmon aut aliter, *in Mich.* 22 *Jac.* committed to Bridewell.

Cutler contra Barber, the Defendant to ſtand committed, till his wife be examined upon Interrog. 9 *Jac. li. A. fo.* 787.

Walker contra Arderne, It was Decreed, that if the perſonal Eſtate of the parties would not pay all Debts, that a Leaſe ſhould be ſold for the payment thereof, and that the Defendant and his Wife were comitted, becauſe they refuſed, *in* 13 & 14 *Eliz. li. B. fo.* 70.

Partridge contra Partridge, a man committed

mitted for terrifying a Witneſs, which is to be examined at a Commiſſion in *Trin.* 15 *Car.*

One committed for terrifying a witneſs.

Contribution.

34. Contribution of a Bond.

Parkhurſt contra Bathurſt, Contribution of a Bond in *Mich.* or *Hillar.* 5 *Car.*

Peter contra Davis in Hillar. 5 *Car.*

Fleetwood contra Charnock, ſureties compelled to contribute for payment of debt upon a Joynt bond in *Paſch.* 5 *Car.*

Wilcox contra Dom. Dunſmore, A Demurrer put in upon point of Contribuon, over-ruled, 12 *Car.*

Hall contra Offley, how far the Court will reſtrain a Lord to diſtrain for rent where he pleaſeth in *Mich.* 3 *Car.* But for the preſent thinks fit that there ſhould be a Contribution.

Contempt.

35. Contempt

A Defendant at contempt and pardoned, the Plaintiff was inforced to ſerve a new *Sub-pœna*, to do that which was firſt ordered. *Young contra Chamberlaine, Trin.* 37 *Eliz.*

One Witneſs ſufficient to prove a coutempt.

Sands contra Knighton, one witneſs ſufficient to prove a contempt in *Mich.* or *Hillar.* 13 *Car.*

Conveyance.

36. Conveyance.

The Plaintiff (depending the ſuit) conveys over his Intereſt but in truſt, and

yet the Court would hold no longer in his name, *Hill contra Portman*, 1584.

Lands conveyed away by an Ideot holpen for him in Remainder.

Rushloy contra Mansfield' lands conveyed away by an Ideot, by Fine holden for him in Remainder, being in Fee against a Purchasor, and concerning notice also, *Trin.* 10. *Jac. fo.* 1190 or 1190 *li. B.*

A Restraint from making a conveyance to children by a second venter.

Ayloff contra Ayloff, the Court restrains the Defendant from making any conveyance to his children by a second Wife, to disinherit the Plaintiff being his Grand-child and Heir, and concerning a promise, *in Trin.* 12 *Jac. li. B. fo.* 1040.

One seeks to avoid a Conveyance for want of Livery.

Conquest contra Newdigate, the Defendant seeks to avoyd a conveyance for want of Livery, yet holpen, & Common and Farms whether parcel of the Mannor was sought to be avoided by unity of possession, yet decreed here in *Mich.* or *Hillar.* 9. *Jac. li. B fo.* 604.

Finches Case in *Trin.* 41. *Eliz.*

Conveyance in trust to Infants being after indebted, inabled to sell the lands to pay debts. Of lands

Grant contra Edes, the Plaintiff made a Conveyance to Feoffes in trust, to the use of his sons being Infants, with several remainders over, the Plaintiff being after indebted, the Court inables him to convey and sell those lands in *Hillar.* 18 *Jac. li. B. fo.* 758.

Lewis contra Vaughan, the Plaintiff being simple, the Defendant got a Conveyance

ance from him, of his lands, and although the land was sold to Purchasors, and a discent, yet the Plantiff had the land reassured to him in 4 *Jac. li. B. fo.* 835. was obtained, the Plaintiff being simple reassured,

Plasted contra Algood, whether (a Conveyance in trust) a man may dispose of the same by will, or otherwise, in 4 *Car. Dom. Buck contra Paul, in Mich.* 5 *Car.* This is concerning an Office.

Moreton contra Briggs, a Conveyance sought to be avoided for want of livery, relieved, *Hill.* 16 *Jac.*

Fitz-James contra Hirsley, a Widow before Marriage, makes a Conveyance to the use of her self to friends, because her Husband shall not have benefit, the Trustees assign this Lease to one for valuable consideration, and though the Husband joyn, shall not prejudice her, but because the Assignee came in upon a valuable consideration, shall keep it till he receive all disbursments, and the wife to have benefit of the same, 32 & 33 *Eliz. l. A. fo.* 464. To Trustees by the Wife before marriage to use, who sells the same, though the husband joyn, shall not prejudice the Wife.

Thomas contra Powell, a Conveyance in trust to uses, needs no livery, and concerning Tenants in common, in *l. B.* 6 *Ca.* In trust to uses, needs no livery.

Episcopus Heref. contra Bright & Barkley, A Conveyance made to avoid a Wardship, decreed not to be given in Evidence in *Mich.* 6 *Car.* *Dom.*

In trust, and after sells the Inheritance.

Dominus Roberts contra Lea, the Defendant makes a Conveyance in trust, and after sells the Inheritance, the trust shall go in equity to the Purchasor, in 8 *Car. Lamplughs* Case.

Defective for want of livery decreed.

Paul contra Wilkins, Three Copartners, one for a valuable consideration sells this Land, but before Deed executed dyes, decreed against the Defendant, in *Mich.* 14 *Car.*

Defective intention supplyed.

Cooke contra Cleere, though a Conveyance be defective, yet because there was a full intention to make better assurance, Decreed in 2 *Car.*

Corpus cum Causa.

37. *Corpus cum causa.*

Subpena Compl' quia Def't. prosecutus est per Billam Midd'. Ward contra Marston, 36 H.8. *fo.* 125.

Coppihold.

38. Coppyhold.

Severance from the Mannor hurts not, *Gunn contra Buckmaster*, 21 & 22 *Eliz. li. A. fo.* 360.

Lands which had gone fifty years allowed, till recovered by Law, *Trin.* 27 *Eliz. fo.* 630. *li. A. Baspoole contra Roberts.*

The like 21 *Eliz.* between *Wrayford* and *Carew*, for lands enjoyed 60 years as Coppihold, *li. A. fo.* 232.

Lands which had gone but five years as Coppi-

Coppihold of Inheritance, allowed.

Trin. 26 *Eliz. li. B. fo.* 757. between *Rudcliff* and *Raunce*, (though a Mannor) ſome Coppiholds were but for life, and ſome of Inheritance, and in 22 & 23 *Eliz.* fifty years poſſeſſion allowed, between *Freeman* and *Penny*.

A Coppihold granted at a Court kept out of the Mannor, confirmed againſt the Lord which made it, *Marke contra Snlyard*, 25 *Eliz.*

The Father commits a Forfeiture and dieth, the ſon is admitted as heir by diſcent, this purgeth not the forfeiture, becauſe the Father dying ſeiſed of no Eſtate, the ſon cannot be admitted to any, *Smith contra* 30 *Eliz.*

An admiſſion by the Lord, diſpenſeth, with a former forfeiture, as it was held between *Clerk* and *Wentworth* about 25 *Eliz.* The Father committed a forfeiture the Lord nevertheleſs ſeized a Herriot upon his death, and yet would avoid the heirs eſtate for that forfeiture, which he could not, becauſe the taking of a Herriot, alloweth of a dying ſeized. *Bacon contra Thurley, Hillar.* 1592.

A ſuit to compel a Lord to grant a Licence to let a Coppihold, but becauſe the Defendant ſaid by this Anſwer, that the Coppihold

Coppihold was forfeited, this Court would not inforce him to grant a Licence, till the forfeiture was examined, *Bullard contra Agard*, about 1592.

Justice *Clench fuit d'opinion en case inter Commin & Kingsmell & se Coppiholder prist mariſme sives lycence, &c. ce' imploy sur son Cuſtomary allow ei' Dee' relaeve in equity, payant un competent fine, in* 1591.

A Copyholder con have no Aſſize of Common againſt his Lord, but is to be relieved in equity, the Tenants of *Petworth*, and the Earle of *Northumberland*, in 38. & 39. *Eliz.*

Common for Copy-holders and terminors is to be relieved here, *Colcot contra Lea.* 43. *Eliz.* & 38. & 39. *Eliz.*

Rich contra Erth, Judges of opinion, that a Tenant out of the Court cannot take a ſurrender of a woman covert, for that ſhe is ſecretly to be examined by the Steward in 38. *Eliz. li. A. fo.* 420.

Coſts.

39. coſts. No coſts for a contempt diſcharged by the general pardon, 27. *Eliz. Fulwood contra Fulwood.*

The Defendant not being ſerved with Proces, found the cauſe ſet down for hearing, and attended, and was diſmiſſed with coſts, becauſe the Plaintiff was not ready,

ready, *Clayton contra Leigh*, 15 *Eliz.*

Brothers contra Ringroſs, *Paſch.* 25. *Eliz.*

Brown & North contra Grove in 36. & 37. *Eliz.*

A matter put to compromiſe to be ended by, *&c.* before the return of the *Subpœna*, it was not ended, the defendant got Coſts for want of a Bill, and yet not diſcharged. *Slater contra Finch*, 1596.

Coles contra Champneys, the plaintiff is allowed coſts in 7. *Car.* The Plaintiff allowed 20 l coſts.

Creditors.

Creditors are ordered to compound with their Debtors, for to take a ſmall rate in the hundred. *Mildmay contra Wentworth*, *Mich.* 11. *Jac.* committed for ſuing a Surety. Creditors ordered to take low rates.

Bret contra Shuſley, *in Paſch.* 2. *Car.* For goods of Creditors.

Court Rolls.

Corbet contra Peſhall, ordered that Court-Rols ſhall be brought and ſhewed to counſel, to ſhew which is Coppihold, and which is free-hold, in 12. *Jac. li. A.* 41. Court rolls, to ſhew which is Copyhold, and which Freehold.

Covenant.

B. Covenants to levy a Fine to *P.* of lands given in Marriage with his Daughter at a day, by negligence of payment, the Daughter being dead, *P.* 42. Covenant to levy a Fine.

P. passed away the lands to Purchasers, but *B.* ordered to an Estate of 100 Marks, *Hillar.* 15. *Jac. li. A.*

Relieved in equitie after time expired.

Tunstal cont' Lassells, one Covenants and enters into Bond for discharging of Incumberances within a time, none stirred within that time, until afterwards, how far shall bind. A case to be made 2. *Car.*

Ill penned supplyed.

Vanlore cont' Bartlet, A bill to be relieved of a Covenant ill penned, demurred unto, but in regard of some precedent Agreement, over-ruled to Answer, *Mich.* 3. *Car.*

Councellors Clerke.

41. Councellors Clerk.

Breame cont' Breame, the Councellors Clerke not to be examined in the cause, 13. & 14. *Eliz. fo.* 93.

Lee contra Markham, the Councel of the parties cause, not to be examined in the same cause, 11. *Eliz. li. A. fo.* 17.

Thimblethorpe contra Thimblethorpe, the like in *li. B.* 6. *Car.*

Customes.

44. Customes.

Customes referred to Law.

Astill cont' Danvers, *No.* 30. *Eliz. fo.* 236.

Lort contra Hutchin, *Maij.* 18. *Eliz. li. B fo.* 1344.

Maning & al' tenen' de, contra

tra Ep' Worr' sibi & suis, made an Estate of Inheritance, & *contra Fines*, 34. *Eliz. li. A. fo.* 826.

Michelborne contra Fines 27 *Junij.* 33. *Eliz.*

Rinxie contra Smith, two years and a half value in *Hill'* 12 *Jac.*

Weedon contra Stepney, in 28. *Eliz. li. A. fo.* 327. if any Tenant should go about to defraud the Lord of the Mannor, then he to pay a year and a half more.

Tenants de contra Armstrong, one years value and not above, to be paid in 40. *Eliz. li. B. fo.* 595.

Corbet cont' Tenants de Beanniſter in Mich. terme, 21. *Jac.* half a years value.

Stafford cont' Paſch. *in Mich. & Hill'* 15. *Jac.*

Parker cont' Ten' de Eatmiſter in Mich. 21. *Jac.*

Sterling cont' Tenants of *Burton*, a Compoſition formerly made between Lords and Tenants, ought to bind a Purchaſor or an heir, ſo decreed in *Octob.* 40. *Eliz. li. A. fo.* 434.

Pincheon cont' Keeling, whether Fines be Arbitrable or not, determined here, and how to aſcertain them in 9 *Car.*

Wingfield cont' Bedford, in 38. *Eliz.* Cuſtome proved of 16 pence an Acre for

cuſtome certain proved diſmiſſed.

for Tythe of Wood, and no Wood in kind, yet the Court would not decree a Cuſtome.

The opinion of the Court is of adviſe contrary to the cuſtome of *London*.

Nicholas cont' Dutton, 32. *Eliz. li. A. fo.* 677. the Plaintiffe had two ſons and two Daughters, if the one Daughter dyed before twenty one, or Marriage, deviſed by Will, th'other ſhould have her full part, after the Defendant marrying the Survivor, was promiſed to have both Portions, and made Joynture accordingly, now the ſons were prefered in the Fathers life, the Will is voyd in that point becauſe by Cuſtom they ſhould have a part.

Cuſtome in *London*, and promiſe in *London* will not hold.

A Decree in *Bacons* caſe of the like.

Hall contra Lumly, a verbal promiſe in *London* will not hold, and therefore to anſwer here to that in 11. *Car.* and in *Nov.* 13. *Car.* Decreed to be good here between thoſe parties, and concerning a Child preferred in Marriage, ſhall come afterwards into the Orphans Court.

Geborne contra Dutton, the Cuſtom of *London*, whether a child preferred in life time of his father, ſhall after deceaſe go into hotchpott, an order in it 41, *Eliz. li. A.*

Knivs

Knivet contra Freeman, becauſe the Bill is for the manner and cuſtome of Tything, diſmiſſed, *in* 10 *Jac. li. B. fo.* 322.

Carter contra Bateman, *Trin.* 6 *Car.* concerning the Cuſtome of *London*, how farre a Mortgage ſhall be put into the ſtate.

Greleeves contra Pope, the queſtion is, whether the Lord of a Mannor, can by the Cuſtome of a Mannor, grant a Reverſion for lives, decreed here upon view of the Court Rolls, 31 *Jan.* 9 *Jac.*

Topp contra Topp, Deeds of gift made to defraud the Plaintiff of her cuſtomary Eſtate of *London*, adjudged void, *in* 40 *Eliz. li. A. fo.* 522.

Page contra Page, a Decree concerning the Cuſtome of the Province of *Yorke*, *in* 13 *Car. li. B fo.* 51.

Morris contra Evans, about 5 *Car.*

Boice contra Wilkinſon, and concerning other Cuſtomes, *in Mich.* 10 *Car.*

Carter contra Maund, a Citizen of *London*, deviſeth 3000 l. to his Wife, and 3000 l. to Orphans, and Legacies to divers others, preſuming his Eſtate to be greater then it was, Quere who ſhall ſuſtain the loſs, either the Legatees, or the Orphans ſhall abate, a Certificate in

Hopton contra Simcotts, in Hillar. 14. Car.

45. Damage given for waſt committed.

Damages.

Brown contra Dom' Bridges, Damages given to the Plaintiff for Waſts committed by the Defendant, upon the Plaintiffs Woods, as much as he was damnified, in 32 *Eliz. li. B. fo.* 838,

Blackenden contra Hidem, 6 *Jac. li. A. fo.* 915.

The like, *Haſtings contra Cooper, in Paſc.* 4 *Jac.* And ordered that no ancient Paſture or Meadow ground ſhall be plowed, 3 *Jac. li. B. fo.* 652.

Damages allowed for childrens portions where no allowance by Will.

Horton contra Long, where there is no Proviſion by a Will for maintenance, becauſe the Legacies to be paid after the debts, yet the Defendant allowed maintenance, and to accompt for the profits of the ſtate as long as it is in his cuſtody, in 2 *Jac. li. B. fo* 807.

Barwick contra Barwick, Executors ordered to put in good ſecurity to allow five pounds *per centum*, for Education, and to make good their Portions, 44 *Eliz. li. A.*

Farrington contra Throckmorton, in Trin. 15 *Jac. fo.* 987. *Mich.* following, *fo.* 99. & 144.

Coriton in Mich. 21 *Jac. fo.* 37.

Birch contra Chambers, in Maij 11 *Jac. fo.* 686.

Argen-

Argentie contra Young, in Nov.37. Eliz.

Rols contra May, 1 *Car.* not to put in Sureties.

Moulſon contra Moulſon, *Trin.* 16. *Car.* *Debt.*

46. Debt upon word ſatisfied before others upon ſpecialty.

Cole contra Ferrand, the Plaintiff was ſatisfied of a debt upon word by order of Court, before others upon ſpecialty, 3 *Jac. li. B. fo.* 238. & 241.

Upon a Recognizance cannot be Attached in *London*.

Skeggs contra Smith, whether a Debt upon a Recognizance may be Attached in *London*, or whether an Attachment made of a Debt in *London*, may be pleaded in bar of a *Scire facias*, upon a Recognizance in this Court, it hath been overruled, in law it cannot, in 38 *Eliz. li. A. fo.* 431.

To be paid beyond the ſtatute of limitation

Halſted contra Little, Debts though beyond the Statute of limitations, ordered to be paid, becauſe directed to be paid by will, *Hill.* 1632.

A Debtor is made Executor, ſhall not drown the debt.

Askwith contra Chamberlain, a man makes a Debtor Executor, there ſhall be no Extinguiſhment, but it ſhall go to the Eſtate, *Hill.* 15 *Car.* *ſee 3. Cha. Rep. 89.*

Concerning a mediate debt of Cuſtomers and Receivers, &c.

Engleſield contra Nicholas, Lord Keepers Declaration of the Chancery and Exchequer concerning the mediate Debt of a Cuſtomer, and Receiver to the King, & other matters in *Hill.* 15 *Car.*

Deeds.

The court will not order the Defendant to shew the Covenants or contents of his Lease or Deed.

Saltonstall contra Wilbore, the Court would not order the Plaintiff to see what Covenants, and ending of a Lease or Deed, *Mich. 7ac. li. B.*

Dominus Darcy contra Allerton, A second Assignment made without consideration being in force, Decreed, 31 *June*, 1631.

Two voluntary Deeds. Defective for want of Livery.

Byden contra Loveden, the Defendant would avoid an Estate for want of Livery and seizin, but because the Plaintiff enjoyed twenty five years; It was Decreed he should enjoy it quietly, 14 *June*, 11 *7ac. li. A.*

Barrow contra Barrow, *Mich. 2 Car.* Upon a Deed for want of Livery or Attachment.

Dom. Darcie contra Allerton, two voluntary Deeds, the first shall take place, unless the last be for payment of Debts, *Hill. 7 Car.*

Dominus Rex ordered, that a Deed shall be inrolled, though it concerns lands in *Scotland*, or *Ireland*, 7 *Car.*

A sleeping Deed of Intail not favoured.

Pountney contra Pilkington, where the Father conceives his land to be Freehold, gives part thereof to a younger son, although an old sleeping intail be set on foot, shall not prejudice the younger son, 18 *Car.* *Sin-*

Singer contra Bennet, concerning two Deeds made in truſt, which ſhall take place, *in* 8 *Car.* Made in truſt which take place.

Row contra Cheſſick, A Deed for want of Livery, *in Mich.* 13 *Car.*

Paul contra Michel, a Deed not inrolled, decreed againſt the heir, but if any other Eſtate challenged by ſurvivorſhip or other precedent Eſtate, will not bind, *in* 14 *Car.* Not inrolled, decreed againſt the heir only.

Franck contra Reepe, how far a Defendant ſhall be compelled to ſhew a Deed of Intail, and to be examined upon Interrogatories where the ſame is, *Mich.* 14 *Car.*

Pollard contra Hall, *in* 13 *Car.* & *Morgan contra Morgan.*

Vicecomes Rochford contra Lovel, the Plaintiffs Wife had a deed of gift or grant made to her of ſheep, and other perſonal Eſtate, but kept the ſame ſtill in his own hands, and alters the property and dies, and makes the Defendant Executor, and the Teſtators goods which came to his hands far more then the debt, though the goods were altered by the Teſtator, yet the goods which came to the Teſtators Plaintiffs hands, ſhall be lyable in 3 *Car. li. A. fo.* 223.

Barkley contra Barkley, my Lords Declaration

ration of a voluntary Deed, how far to hold or not, *in Hillar.* 15 *Car.*

48. Decree.

Decree.

IN the Judgement Roll of 36, 37. and 38. *H.*8. there is a Decree to be seen to the effect hereafter mentioned, where *Daniel* and the rest of the Inhabitants of *Crudworth*, in the County of *Warwick*, exhibited a Bill against *Thomas Ardern* for title of Common, and to have certain inclosed lands open. It was decreed that *Ardern* and his heirs should hold the same lands so inclosed, discharged of the Common, because it seemed that the Inhabitants had Common enough besides, and that the laying open the lands called *Martinmas Leyse*, would be a great decay of Husbandry, *Rotul' Judicial' Ed.* 6. 2 *pars*, there is a Decree between *Dudley* and his Wife, pretending to be Executors of one *Morgan*, who supposeth himself to be Administrator to that *Morgan*. And because the Plaintiff had not sufficiently proved such Will, and for that the Defendant sued forth his Letters of Administration, therefore all the goods of the Intestate were decreed to the Defendant, allowing Debts, Legacies, and Funeral charges.

Reynlo Iudicial' 3 pars.

A

A Decree between *Turner* and *Cooke* Plaintiffs, and *Goddard* Defendant, whereby it appears that the controverſie was touching the Meſſuages or Farm houſes, and three hundred Acres of Land in *Haughton*, in the County of *Southampton*, which the Plaintiff ſuppoſed to have been Demiſed to *Robert Tanner*, and which the Defendant claims as Executor unto *Thomas Goddard*, and that becauſe the Plaintiffs proved not the contents of their Bill, and the Defendant made proof of his Anſwer, therefore the premiſſes and the Leaſe thereof made to the Defendants Teſtator, were decreed to the Defendant againſt the Plaintiff, and that the Defendant after Midſommer then next, ſhould enter and hold the premiſſes (without Entry to be made by the Plaintiff) till he ſhould recover the ſame by Action at the common Law, and furthermore it was ordered that the Defendant ſhould be diſmiſſed.

The like Decree in the ſame Roll between Plaintiff and *Gittins* Defendant, whereby it appears, that the Plaintiff had purchaſed certain lands of the Kings, whereof he ſuppoſed *John Brown* Clerk (to whom the Plaintiff was Executor) had an Abbots Leaſe, and

the Defendant pretended that the two Meſſuages and one Yard-land, was letten unto him by Leaſe under Covenant and Seal for fourſcore and one years, and traverſed the Plaintiffs title, and the Plaintiff proved not his Bill, and therefore the premiſſes were decreed to the Defendant according to his Leaſe, for all the years then to come therein, and the Plaintiff adjudged to pay him ſixteen ſhillings eight pence.

Note that it is decreed to him without any *quouſq;* that it ſhould be recovered at law, and without any liberty, to ſhew better matter in this Court.

The like Decree in that Roll, between *William Meſſinger* Quer', and the Major and Burgeſſes of *Glouceſter*, touching divers Mannors; Foraſmuch as upon the hearing of the matter, the Defendant ſhewed a Tripartite Feoffement of the premiſſes, from *John Cook* to the Major and Burgeſſes, to the uſe of a Free-ſchool, and other purpoſes, And becauſe the Plaintiff proved not the matter of his Bill and Replication, therefore the ſaid Mannors and Lands, *&c.* were decreed to the Defendants and their Succeſſors, to their uſes, and that the Plaintiff ſhould by Chriſtmas next, deliver them

them all the Evidences concerning the ſame.

The like Decree in that Roll between *Thomas Stowel* and *Anthony Capps*, reciting that where the Lord *William Pawlet*, Lord Preſident of the Councel, & Lord Keeper of the great Seal, 22 *Oct. Anno* 5. *Eli.* 6. becauſe the Plaintiff had not proved his title to the Mannors, *&c.* decreed the ſaid Mannors to the defendant & his heirs, til the Plaintiff ſhould recover the ſame at the Common Law, & that the defendant ſhould alſo have the Arrerages, & 20 s. coſts; the Plaintiff being grieved with that Decree, and exhibiting a new Bil to the L. *Rich.* having at the Plaintiffs inſtance heard the Cauſe, & given divers dayes to the Plaintiff, to ſhew what he could to reverſe that Decree, did afterwards, becauſe no juſt cauſe was ſhewed, to fruſtrate or alter that Decree, diſmiſs the Defendant.

Alſo a like Decree in that Roll, between *Fich. Lewknor*, and Dame *Eliz.* his Wife Plaintiffs, & *Rob. Barwick* Defendant, becauſe the Plaintiffs proved not the matter of their Bill & Replication, & becauſe the defendant proved a Leaſe to be made to him 6 years ſince of the Farm of *Elleſton*, by one S *Roger Lewknor*, there-

therefore the Defendant was dismissed. And it was further by the Authority aforesaid decreed, that the Defendant should enjoy his Lease, without interruption of the Plaintiffs, or either of them, and the Plaintiffs should pay him forty shillings Costs.

Rotulo Judicial' E. 6. 4 pars.

A Decree between *Fotheringal* and *Edsington* Defendant, the question was touching certain lands which the Plaintiff claimed by Lease, and which the Defendant claimed as Copihold; And forasmuch as he failed in the proof, and the Defendant shewed his Copy and ancient Court Rolls, proving it to be ancient Copihold, therefore the lands were decreed to the Defendant according to his Copy, against the Plaintiff his Executors and Assignes, till the Plaintiff should prove a better title before the Councel at *Yorke*, and yet if the Plaintiff did trouble the Defendant or his Wife at *Yorke*, or any other the Kings Courts, then he should pay five pounds Costs, and the Defendant was then dismissed with twenty shillings Costs presently.

Another Decree in the same Roll between *Gervas* and *Gawen*, to the same effect aforesaid.

The like Decree in the same Roll be-

between *Weſtwood* and *Weſtwood*.

A Decree between *ap-Edward*, and *Trevor*, whereby it appears, that the Plaintiff having firſt a Decree by default, did counterfeit an abſolute Decree, and put the Lord Chancellors name to it, and therefore it was then ordered, that the Defendant and his Aſſignees ſhould enjoy the lands, and take the profits thereof againſt the Plaintiff and his heirs, till he or they ſhould prove a better title in this Court. *Rotul' Intricat'. Edw. 6. 8 part.*

Brocas contra Savage, a Decree made for the Defendant, notwithſtanding it was alledged by the Plaintiff in reſpect the poſſeſſion of the premiſſes was in queſtion, *in* 31 *Eliz. li. B. fo.* 295.

A Decree againſt the Leſſee and all claiming under him, he ſurrenders to him in Reverſion, and he was adjudged to be bound by the Decree for ſo long time as the Leaſe ſhould have endured. *He in reverſion coming in by ſurrender bound by Decree.*

Chapman contra Biſſow, 23 & 24 *Eliz.* The Tenant in poſſeſſion waſted the houſes becauſe diſpuniſhable, by reaſon of a mean Eſtate for life, yet decreed that he ſhould repair two parts in Judgment Roll, *Edw. 6. Vane erant & Eyre.*

Strelley contra Throckmorton, & *Foliamb*, & *Fitzwilliams*, Two parts of Judgment

ment Roll, *Edw.*6. and *Woodley* and *Read.* *Goodman contra Kinnerley, Jennings contra Blunt, Read contra Rawlins, Nicholas Scot* in the second part of Judgement Roll, *H.*8. and in the same Roll, two Decrees for divorses. *Terrel* and his Wife, *Jeffery* and *Jenny.*

After verdicts in Kings Bench.

Moor & Taylor 29 *Eliz.*
Some & Poyntell } 26 *Eliz.*
Haskins & Perry }

For an heir touching lands conveyed by a Recusant.

A Decree made for an Heir at the Common Law against certain Feoffees, who had Lands conveyed unto them to maintain Schollers, who should use holy Orders, *Crofts & Evits, Mich.*3 *Jac.* Another 4 *Jac. Witering contra Pesball*, 18 *Jac.*

A Decree made to relieve one which had double taken from him (as a concealer) by vertue of the statute of Bankrupts, upon indirect dealing by Commissioners, in the execution of the Commission, *Wood contra Hayes*, 4 *Jac.* *Allen con' Edwards*, 2 *Jac.* *Et Edwards, Smith & Wood contra* in 8 *Jac.*

The Court decrees that the Husband & Wife shall make, seal, and deliver, or suffer livery of a Lease of the lands to be made to the Plaintiff by the said Husband and his Wife. *Hungerford con-*

tra

tra Hutton, 12 Eliz. li. A. fo. 91.

Dom' Culpepper contra Parſlow, the Court decrees the thing promiſed, and the Husband is bound by the wives promiſe. The queſtion is, whether the Wife was married at the time of the promiſe made or not, *Mich. Jac. li. A. fo.* 138.

Frankland contra Graie, the Plaintiff bought Land of the Defendant, which the Defendant had conveyed before, to the uſe of himſelf, his Wife and Son; It was decreed that the Plaintiff ſhould have the land againſt all, in 13 & 14 *Eliz. li. B fo.* 81. The Defendant refuſed, a Writ of Execution went out, and he could not be found, ſerved upon his Wife who refuſed, all Proceſs of contempt went out againſt him, *in lib. eod. fo.* 159, 264, 350. Whereupon in reſpect he could not be found, a Commiſſion was directed to take poſſeſſion of the ſaid lands, and the Tenants to pay their rents to the Plaintiff, or elſe Attachments to be awarded againſt them. Decree and Commiſſion.

Bull contra Huddleton, Decree without a Bill in *Mich.* 9 *Jac. li. B. fo.* 27. or thereabouts. Without a Bill.

Weſt contra Weſt, and a Sequeſtration, 12 *Car.*

Harris

To resign a Benefice. Without proof for quieting of possession.

Harris contra Smith, a Decree to resign a Benefice, in *Mich.* 8 *Car.*

Reyner contra Reyner, in *Mich.* 22 *Jac.*

Dom. Effingham contra A Decree without proof for quieting of possession.

Denis contra Carew, in 16 *Jac.* An Injunction or Decree here without any proof to quiet possession had at law, and to avoid multiplicity of suits, in 3 *vel* 4 *Jac.*

Durham contra Dearing, 4 *vel* 5 *Jac.*

Sawyer contra Pomery, *li. B. fo.* 786. *in libro novo.*

Standen contra Bullock, 41 *Eliz. li. B. fo.* 284.

For a lease supposed to be void &c.

Mainwaring contra Peck, A Decree for establishing of a Lease which is supposed to be void, and against a Statute-Law, being Priors land, in 11 *Jac. li. A. fo.* 342.

Confirmation of a Decree in the Court of Requests.

Francis contra Jarvace, the Court doth decree and confirm the Decree in the Court of Requests, without any proofs of the substance of the matter, notwithstanding the Prohibition out of the Court of Common Pleas, or Kings Bench, *li. B.* 9. *Jac. fo.* 277.

Parcel or no parcel decreed here.

Decanus Windsor contra Kinnersley, the point being parcel or no parcel, Decreed,

creed, and being uncertain, the lands lying intermixt, ordered to be set out, notwithstanding the Defendant by general words in a Bargain and Sale, have enjoyed the same long, yet ordered in Michaelmas, 9 *Jac. li. A. fo.* 321.

Decanus Windsor contra Boulsant, the like in *Mich.* 8 *Jac. li. A. fo.* 390.

Sinclon contra Greene, upon point of Reputation, *in Nov.* 7 *Jac.* Decreed in *Pasch.* 9 *Car.* Upon one witness.

Eland contra Wright, a Decree upon one Witness appeareth by a Judges Certificate, *in Hillar.* 9 *Car. vel* 7 *Jac.* or *Pasc.* following.

Swan contra Atkins, A Decree upon one Witness which proves his Pedigree, from whence he claims, *in* 16 & 17 *Eliz. li. A. fo.* 213.

Fawkner contra Winchcombe, *in Pasch.* 10 *Jac. vel Car. li. B. fo.* 788.

Hunt contra Cheeseman, a Decree made upon a verbal promise in *Pasch.* 10 *Jac. vel Car. li. B. fo.* 813. Upon a verball promise.

A Decree pronounced in the Testators life-time, not to be passed under Seal by the Executor. *Ewer contra Frere*, *Pasch.* 1634.

Dominus Peter contra Elimozinariot de Westm. A Decree to avoid a Decree made To avoid a Decree.

made according to the ſtatute of 43 *Eliz. in Trin.* 3 *Jac. li. B.*

This cauſe was, where the Lands came into the Kings hand, but not by the Statute of Chantries, and the King being ſo ſeized *de facto & non jure*, grants theſe lands to a common perſon, whether the grant be good yea or no in Equity.

Noxon contra Browning, *in* 3 *Jac. li. B. fo.* 515. and afterwards if there be a Decree made in this Court, upon the Decree of the Commiſſioners upon the ſtatute, as ſhall not be maintainable by the ſaid ſtatute, *fo.* 864.

Pauperes de Trinbury contra Chapman, *in Mich.* or *Hillar.* 4 or 5 *Car.*

Ewderby contra Huddleſton, examined a Decree in the Court of Requeſts in *October* 9 *Jac.*

Kitſon contra Cropley, *May* 37 *Eliz.* A Decree to prohibit a man from ſowing of Ridges which lye in Sheepcourſe in *May*, 37 *Eliz.*

Jervace contra Bullen, 12 *Jac.*

To prohibit one from Preaching.

Villa de Yarmouth contra Decanum Norwich, a Decree to prohibit a Parſon from Preaching, and the Town to pay Coſts, *in Hill.* 5 *Car.*

Holme contra Wild, the Defendant entred

tred into a Bond to leave his Fellowship, and after takes away his Bond, the Court doth displace him, and decreed him to leave it, *Pasch.* 15 *Car.*

Shipwate contra Pilkington, concerning the decreeing of By-laws for the good of a Town, a Decree in 5 *Car.* and a Decree in 25 *Eliz.* For by-laws.

Dodford contra Sessions, the contrary in 14 *Car.*

King contra Burrell, a Decree in the Court of Requests upon a verbal promise, a Prohibition thereupon, this Court confirms that Decree, because the Plaintiff is ancient Tenant, and been at costs in building, *Hill.* 2 *Car.* In the Court of Requests confirmed

Episcopus Dunelmen' contra Martin, a Decree reverst though no new matter, in *Trin.* 5 *Car.* the case upon which the Decree was mistaken, and notwithstanding his translation, sues as for the right of the Bishop of *Oxon'*. Reverst though no new matter.

Comes Devon contra Leake, some mistaking in a Decree amended, *&c. in Hill.* 14 *Car.*

South contra Gardiner, Irons to be laid upon a man in the Fleet, because he will not perform a Decree in 6 *Car. li. B.* Irons laid on a man in Fleet for not performing a Decree.

Barker contra Shepheard, about 3 *Car.*

Patent of concealment.

Swan contra Turbervile, concerning a Patent of Concealment, Decreed, and other Patents, in *Car. li. B.*

Legacy decreed.

Comes Pembroke contra Zouch, a Legacy decreed in *Mich. 7 Car.*

Against an Infant.

Monke contra Winch, decreed against an Infant, and one bound in 500 l. to perform when he comes to age, *Hil. 3 Ca*

To confirm a Decree at *Yorke*.

Portington contra Beamont, a Decree here, to confirm a Decree at *Yorke*, to prevent Prohibition, *Trin. 2 Car.*

Almiony.

Lashbrooke contra Tiler, Almiony decreed here, 8 *Car.*

Gresham contra Dee, & *Dee contra Woodhouse*, in 4 *Car.* a man may affirm a Decree though not in possession.

Major Norwich contra Decanum Norwich, Decree for Precincts and parcells, 8 *Car.*

Wright contra Middleton, this Court examines a Decree made at *Yorke*, 8 *Car.*

After a Decree in London. For Damages.

Coventry contra Major London & West, 6 *Car.*

Pain contra Pattison, a Decree for Damages for a Lessee for years, in *Mich. 7 Car.*

Hill contra Michell, *Mich.* 9 *Car.*

Richman contra Gislinham, look Justice *Crookes* Certificate, 9 *Car.*

Askwith contra Turner, the Court will

not

not reverse a Decree made at *Yorke*, unless it was unduly obtained, or Error therein, 9 *Car.*

Devisteed contra Engleſted, 38 *Eliz. B.* fo. 426. Notwithſtanding a Decree in the Court of Requeſts, this Court referrs as well matters decreed there, as here, to Referrees, to caſt up Accompt. A ſuit retained here after a Decree in the Court of Requeſts.

Parmour contra Troſt, Tythes in kind decreed, notwithſtanding a Decree in Lord *Bacons* time, 12 *Car.* and what is a Yard-land, and how to ſet it out. For Tithes in kind.

Epiſcopus Heref. contra Awbrey, *Hill.* 14 *Car.*

Kenrick contra Temple, 15 *Car.*

Magiſter Trin. Coll. contra Brooke, 12 *Car.*

Comitiſſa Cumbriæ contra Com' Cumbrie, Birch trees are decreed to be Timber trees, in 8 *Jac.* fo. 349. Birch trees, timber trees.

Sere & Eland contra Colley, the Plaintiffs being Creditors of *Colley* preferred their Bill againſt the Defendant, being all Forreyners, but the goods were paſſed over into *England*, into Merchants hands by *Colley*, and this Court taking notice in reſpect of the different computation of the Realm, Firſt to be paid at the Feaſt of the three Kings heads: Secondly, becauſe the Bill was And ſequeſtration in Infants hands, or to their uſe.

not ſealed; Thirdly, becauſe the debts grew in *France*, and he came over hither to keep his body from Arreſts, the Court decreed the debts, and cauſed a Decree to be drawn up *pro Confeſſo*, becauſe the Defendant would not anſwer, and Sequeſtred moneys in other mens hands to pay the debts, although they were paſſed over to others to the uſe of an Infant, 8 *Jac. li. A. fo.* 1184

Cooke contra Trewman, a Decree upon a verbal Agreement, in *Trin.* 4 *Jac.*

For Tythe Coneys & Wood.

Shires contra Burgaine, a Decree for Tythe Coneys and Wood, 12 *Car.*

Holme contra Fletcher, concerning a Legacy, in *Mich.* 2 *Car.*

Poole contra Coxwell, *Trin.* 4 *Car.* the Father entred into Articles for Land, the ſon no party, yet having conſented decreed.

An intention with a Declaration ſupplyed.

Redman contra Torrell, for that the Plaintiffs Father did fully intend and reſolve, that the Plaintiff ſhould have the Leaſe, and did give the ſame accordingly, and that ſhe at divers times declared, that ſhe had given him the ſaid Leaſe, and for that *Chriſtopher Torrell* himſelf proteſted, as he was a Chriſtian man, did promiſe that the Plaintiff ſhould, and for that the ſaid *Torrell* did pur-

purpose to send to the Plaintiff for some agreement, and made offer of 200 pounds for the said Lease, therefore decreed in 28 *Eliz fo.* 682.

Wotton contra Wotton, a high way decreed in 10 *Car.* A high way decreed.

Powell contra Parsons, a piece of ground sold, but no reservation of a high way, but decreed that a way should be continued as formerly, *Mich.* 3 *Car.*

Roberts contra Harecourts, a Decree in the Court of Wards decreed here, notwithstanding the Decree there, *Hill.* 14 *Car.* In the Court of Wards over ruled here.

Attornat. Dom. Regis contra Episc. Oxon, a Bill here to unite a Parsonage to the Bishops sea about 12 *Car.*

Dom. Stroope contra Lazenby, a Decree at *Yorke* being for Lands, is adjudged to be *coram non judice*, *Pasch.* 2 *Car.*

Cromwell contra Carey, *Mich.* 7 *Car.* A Bill of Review, because the Decree was against an Infant, my Lords Declaration; It shall bind an Infant as well as at full Age. Against an Infant.

Turner contra Williams, whether Plate doth pass by the name of goods, decreed to be goods, in *Mich.* 15 *Car.* Plate decreed to be goods.

A Portion decreed to a child in *Ventre sa mere.*

Pope contra Courtney, the Court decreeth that allowance shall be given to a daughter that was in *Ventre sa mere priminent enseint* at the time of devise, although void in law, decreed in *Mich.* 3. *Jac. li. A. fo.* 306.

49. *Defendant.*

Defendant

A Defendant examined touching a contempt, and discharged thereof, shall have Costs of Course, if a Commission be not presently taken out to prove it, and if he prove it not, then increase of Costs, *Atkinson contra Ailoff*, 37 *Eliz.*

Ordered to assure lands according to a devise.

Pike contra Higgons uxor & al., The Defendants ordered to assure lands according to a devise, 12 & 13 *Eliz. li. A. fo.* 182.

Gwynn contra Petty, to examine the Defendant upon Intergatories at the hearing, *Pasch.* 6 *Car.*

Bradshaw contra Bradshaw, a Defendant ordered to be examined upon Oath at the hearing, *Hill.* 8 *Car.*

Freed of Execution upon security.

Lainer contra Smith, the Defendant delivered out of Execution upon Security, in 3 *Car.*

Pollixfen contra Short, the Defendant examined upon Intergatories after a hearing, in 5 *Car.*

Examined after hearing.

Drewry contra Watson, to examine a defendant after hearing, in 7 *Ca.*

Fen-

Fenton contra Blomer, a Defendant not compelled to discloſe matter of Uſury, 22 *Eliz. li. A. fo.* 66. Not compelled to diſcloſe Uſury.

Symmes contra Plowden, This Court directs a tryal, the Defendant to avoid the order of this Court, procures an Injunction out of the Exchequer, the Defendant committed, in *Trin.* 14 *Car.* Committed for procuring an Injunction of the Exchequer.

Wood contra Wageman, the Court upon view of the body, and upon examination of ſeveral Witneſſes, and upon view of the Church book, adjudgeth the Defendant to be under the age of 21 years, in 28 *Eliz. fo.* 262. Adjudged to be under twenty one years.

Pollard contra Evelin, if a Defendant cannot be found, or hath no houſe, then to give notice to the Clerk in Court, which is ſufficient, in *Hilar.* 15 *Car.*

Demurrers. 50.

A Bill laying a promiſe to aſſure lands for 10 ſhillings in hand, and 2100 pounds at days, demurred and allowed, becauſe it was but a preparation for Action upon the Caſe, *William & Nevil*, *Trin.* 38 *Eliz.* Demurrer.

Wright contra Fitch, 13 *Jac. li. B. fo.* 42. The matter being concerning Serjeants for Arreſt in *London*, demurred becauſe of their places, yet over-ruled and paid good Coſts.

The general pardon pleaded to discharge an Utlawry after Judgement, and not allowed till the parties be agreed. *Weekes contra Newborow*, Tri. 1590. *Harris contra Beadle*, Hill. 18 *Jac. li. A. fo.* 823. *Fitton contra Proctor*, 36 *Eliz. li. A. fo.* 490.

A Demurrer for Utlawry must be upon Oath shewed under seal, *Hulst contra Hulst*, 36 *Eliz. li. A fo.* 652. *Paschall contra Points*, 1597.

A Demurrer because of a former dismission must be upon Oath, *Brooke contra Smith*, 36 & 37 *Eliz.*

A Demurrer by *Deponentem* allowed, *Mollineux contra Stanhope*, 23 *Eliz.*

Demurrer, because the matter was dismist in the Court of Requests, over-ruled in 30 *Eliz. li. B. fo.* 206. & 493. *Haddon contra Salter.*

The husband alone cannot demurre for his wife, by the opinion of the Court, *Sturling & Green*, 36 *Eliz.*

A Demurrer, because *ce q'vy* not shewed to be in life, and over-ruled the Demurrer not to be good, *Victor & Read*, 37 *Eliz.*

A Demurrer, because it concerns the Queens title proper for the Exchequer, yet over-ruled, *Mic.* 33 *Eliz. li. A. fo.* 33.

Biller

Biller contra Elliot, Demurrer, because the matter was depending in the Exchequer before the Bill over-ruled, *Jan.* 35. *Eliz.*

Plumpton contra Headlam, Demurrer, because Excommunicated, over-ruled about 4 *Car.*

Two Executors are Plaintiffs, one is excommunicated, the other shall be severed, and the Defendant shall answer him, *Tomes contra Vaughan, Hillar.* 39 *Eli.* Executors.

Hamblin contra Dom. Shetringham, the Defendant demurred, because she promised to pay money when she was Covert Baron over-ruled, 25 *Eli. li. B. f.* 103

Crocker contra Hamden, Demurrer, pretending one Executor cannot sue another, over-ruled, because the matter is meer Testamentary, 20 *Eli. li. A. fo.* 131.

Gotts contra Hicks, a Demurrer at the Defendants suit over-ruled, in *Hillar.* 16 *Jac. li. A. fo.* 674.

Skies contra Rawson, the Defendant put in a Demurrer to the Plaintiffs Bill, because the Plaintiff was Utlawed at the suit of strangers, yet ordered to Answer, in *Mich.* 9 *Jac. li. A. fo.* 234.

Audley contra Harris, *Hillar.* 1633. A Defendant lyes in the Fleet for breach of a Decree, the Plaintiff nevertheless

preferrs

prefers a Bill to discover an Estate, demurred, because a double Execution, yet over-ruled.

Brookes contra about 5 *Car.* A Demurrer, because excommunicated, over-ruled.

Because excommunicated over-ruled.

Dom. Plummer contra *Hillar.* 6 *Car.*

Donn contra Donn, in Mich. 7 *Car.*

After Replication, disallowed

Leighton contra a Demurrer put in after execution Replication, disallowed, in 5 *Car.*

Evans contra Leasure, a Demurrer upon a Replication although answered, being upon a promise sixteen years, dismissed notwithstanding the Answer, and Sir *Richard Moores* Report, but in respect the promise is annexed to a trust retained, 6 *Car.* notwithstanding the statute of limitation.

Comes Kingston contra Wakeman, in Hil. 8 *Car.*

Sr. John contra Dom' Thornburgh, a Demurrer to a second Bill of Revivor, over-ruled, *Hillar.* 7 *Car.*

Wild contra Middleton, a Demurrer, because *Moore* a Bankrupt, and the Creditors dwell out of *England* in *Galicia*, over-ruled, in *Tri.* 8 or 9 *Car.* or *June*, 2 *Ca.*

Leake contra a Demurrer, because

becauſe lands lye in *Ireland*, and there to be determined, over-ruled, in 8 *Car.*

By contra Forth, A Demurrer, becauſe a diſmiſſion in the Court of Requeſts, if any new matter over-ruled here, 26 *June*, 1606.

Artſon contra Wolverſton, a Demurrer, becauſe the Defendant had Execution at Law, over-ruled, 10 *Jac. li. B. fo.* 291.

Morris contra Owen, a Demurrer, becauſe the Plaintiff was Utlawed, the Defendant ordered to anſwer, 10 *Jac. fo.* 457.

Bland contra Comitem Cambrie, a Demurrer pleaded, becauſe remedy at Law over-ruled, *Paſch.* 7 *Car.*

Arnold contra Arnold, if a man be utlawed, and ſues as Executor to another, the Plea to the ſame is over-ruled, 12 *Jac. li. A. fo.* 353.

Ratcliffe contra Tolſton, Common of paſture in Waſt grounds lying in the North, a Bill here demurred to, but becauſe it concerneth lands, and the lands be Tenant Right, and ſome dwell out of the Pariſh, cannot ſo well maintain their Condition by reaſon of unity of poſſeſſion, over-ruled, in 33 *Eliz. fo.* 191.

Salter

Salter contra Bennet, a Demurrer, because a Decree in the Exchequer, over-ruled and decreed here in presence of the Barons of the Exchequer, *Mich.* 14 *Car. fo.* 38.

Osborne contra Pagett, because the Defendant did not put in his Demurrer according to the rule of Court, moved to have it entred, but denyed, in 14 *Car.*

Thynn contra Westrop, a Demurrer, because the Plaintiffs wife outlawed and pleads a Release, over-ruled to Answer, in 25 *Eliz. li. B. fo.* 134.

51. *Depositions.*

Deposition no amendment after publication.

Chamberlain & Pope, 39 & 40 *Eliz.* After publication, the Court would not amend a Deposition mistaken.

Wynn contra A man after examination supplies his Deposition *ad informand' conscientiam* about 5 *Car.*

Kinnaston contra com' Bridgewater, Recording Copies of Depositions to be allowed in *Hill.* 2 *Car.*

52. *Devise.*

Devise.

Serjeant & Serjeant, 8 *Nov.* 39 *Eliz.* A breach of a Condition of a Devise holden against the heir.

Of intailed term.

Cornwallis contra Penruddock, concerning the Devise of an intailed term, *Hillar.* 1 *Car.* *Web contra Smith*, in 4 *Car.*

Holditch.

Holditch contra Phillips, *in Pasch.* or *Trin.* 4 *Car.*

Palmer contra Turner, 41 *Eliz. fo.* 540.

Watts contra Kancy, a man possessed of a Lease for fourscore years, devised out thereof ten pounds *per annum* without clause of distress, and made his Wife his Executrix, and she thereby had the said Lease, and afterwards the Executrix and husband, and Assignes in trust, sold away the same Lease, discharged of all Incumbrances, the Executrix shall be charged, and not the Land, 31 *Jan.* 9 *Jac.* Of ten pounds *per annum* out of a Lease without clause of distress.

Tennant contra Braie, 8 *Novem.* 6 *Jac.* *Carews* Report, a Devise made to the Daughter to pay her a summe of money if she will be divorced from her husband, the gift made good; though the Condition void.

Kirrington contra Asty, the Grandfather devileth lands to his Son to pay ten pounds *per annum* to the Sons three Daughters, the Father gives two hundred pounds in Marriage with one, whether the ten pounds *per annum*, shall be included in the two hundred pounds or not, Decreed it shall be included, in *Mich.* 13 *Car.*

Phillipps

Phillipps cont' Springett, notwithstanding a Releaſe of a Portion relieved in 10 *Car.*

Grimſton contra Willington, 2 *Car.*

Higate contra Higate, a Mortgager of a Copyhold, and a Surrender to that purpoſe, and after deviſeth this land to a ſecond ſon, but no Surrender, in *Mich.* 14 *Car.*

Poford contra Pavier, *Paſch.* 15 *Car.* the Court will ſee the Will in the ſame caſe, but difference is upon ſome matter of fact.

Para familia.

Davenport contra Dom'. Robinſon, the Husband by will gives goods, which the Defendant pretends belongs to her as *Para familia*, the Deviſe good, in 5 *Car.*

Crowther contra Lucy, the Plaintiff being heir to lands in tail; and likewiſe Deviſed unto him by his Mothers Father, the lands being in Mortgage, and redeemed by a ſtranger, having ſold it again with the conſent of his Father and Mother, could not be relieved here, in 39 & 40 *Eliz. li. B. fo.* 435.

Tenants in common by deviſe.

Mather contra Godbold, two joynt Purchaſers, one deviſeth his part for payment of debts, ordered in Chancery, *Mich.* 7 *Car.*

Lowen

Lowen contra Lowen, 41 *Eliz. li. A. fo.* 230 & 683. lands deviſed to two, to be equally divided betwixt them, and to their heirs, are Tenants in common, and not Joyntenants, and ſo decreed, that the ſurvivors ſhall receive no profit by ſurvivorſhip.

Bacon contra Bull, a Deviſe void in Law by reaſon of a miſrecitall of a grant, and by reaſon of an Attornment, yet holden in equity, 38 *Eliz. li. A. fo.* 698.

Directions. 53.

Williams contra Fawcet, Directions by this Court, how the Defendant or his Tenant ſhall libell in the ſpiritual Court, 13 *Jac. fo.* 292. Directions how to libell in the ſpiritual Court.

Diſmiſſions. 54.

Hayward contra Timber, 4 *Jac. li. B. fo.* 602. The matter heard there after a Diſmiſſion in the Exchequer upon hearing, but there appearing no matter to relieve the Plaintiff, the matter was diſmiſſed, the rather, becauſe there was a former diſmiſſion in the Exchequer. Diſmiſſions.

Roe as heir, exhibited a Bill againſt *Waſerer*, to prove a Condition, perpetuity, and Conditions broken, and diſmiſſed in 1594.

Roy-

Because under value.

Reynolds contra Davy, 12 & 13 *Eliz. li. A. fo.*87. because the matter in question, is under the value of forty shillings *per annum*, therefore the Court dismissed it.

Because Defendant and lands in the County Palatine.

Botely contra Savile, *in* 13 & 14 *Eliz. li. B. fo.*95 & 104. because the Defendant, and the Lands in question lye within the County Palatine, the matter was dismissed.

Brereton contra Tarmin, 23 *Eliz. li. A. fo.*428.

Because the Lands in question lye within the limits of the Commons of the North, the cause was dismissed *primo & secundo Edw.*6. *li. A. fo.*72.

East contra Fish, 12 *Eliz. fol.*100. Because the lands in question is parcel of the Queens, therefore the matter was dismist into the Exchequer.

Jay contra Simcox, dismissed to Law, but shall not plead the statute 12 *Car.*

55. Dis-inherison.

Disinherison.

Harrington contra Markham, the Court was assisted with Bishops and Noblemen, at the hearing of a Cause in Chancery in *July* 5 or 8 *Jac.* upon point of Dis-inherison.

Woodley contra Woodley, a Dis-inherison, and a Decree for confirmation, yet after twenty years, the Decree reversed,

verſed, and Diſinheriſon avoided, in 8 *Car.*

Diſtringas. 56.

Parker contra Bowleſs, a *Diſtringas* awarded where he cannot have benefit of Extent, 7 *Car.* Diſtringas

Diſtreſs. 57.

Poſſeſſion and Rents ordered to *Molineux contra Molineux, Hill.* 1590. the Tenants would not pay the Rents, therefore a Diſtreſs ordered. Diſtreſs.

Divorſe. 58.

A Divorſe *cauſa frigiditatis*, the Woman ſued for her Marriage portion, yet her Father was alive who gave it, to which exception was taken, yet the Maſter of the Rolls ſaid, he would be no Formaliſt. *Barrow contra Butten, in* 1594. & 37 *Eliz. fo.* 195. Divorſe.

Dower. 59.

Wild contra Wells, Bill to be relieved for Dower, and a Commiſſion to ſet out the lands in 25 *Eliz. li. B. fo.* 112. Dower.

Dutchy. 60.

Hulſe contra Daniel, Mich. 5 & 6 *Car.* Dutchy. Dutchy Court where Lands are granted of the Crown in Fee-Farm, reſerving Rent, are pleadable and determinable in this Court.

Levingſton contra Wiſe & al'. about 8 *Ca.*

Tenants of *Barwick contra Cæsar*, 8 *Car.*

Hampden contra Ferrers, *in* 14 *Car.*

Demurrer by a Clerk in the Dutchy Court over-ruled, 30 *Maij* 1606. *Jordan contra Pawson.*

61. Elegit.

Elegit.

Palmer contra Bolls, an *Elegit* returned and filed being out, and thereby without remedy renewed by this Court to be executed, 2 *Car.*

62. Intail.

Entail.

Baile contra Read, 38 *Eliz. li. A. fo.* 728. an Entail cut off contrary to a Proviso, to the intent only to make a Joynture, and then the Remainders were settled in tail as before, wherefore the Forfeiture dispenced within Equity.

Of a Chattle how far good.

Tatton contra Molineux, a Lease made to Feoffees in trust, to the use of the Plaintiff for life, and after to the Heirs males of his body, the said Plaintiff hath full power to dispose of his Lease, so long as he hath an Heir, and that an Intail of a Trust of, or out of a Chattle is not good, nor any such perpetuity, Presidents being produced to that purpose, and the Judges opinion between a remainder of a Chattle, and the issue in tail of a Chattle in 7 *Jac. li. A. fo.* 1183.

the

the lands lye in the County Palatine.

Equity. 63.

Lock contra Hunt, 7 *Car.* no advantage by unity, diſcent, fine, or diſcontinuance Equity.

Eſtates. 64.

King contra Blundavile, the Defendant having an Eſtate for life without impeachment of Waſt, was ordered not to do Waſt both upon woods and houſes, 5 *Jac. li. A. fo.* 327. Eſtate.

Piggott contra Piggott, *in* 8 *Jac. li. A. fo* 766.

Baniſter contra Baniſter, an Occupants Eſtate maintained in *Paſch.* 12 *Jac. li. B.*

Marchio Winton contra Buſhon, an Eſtate reſerved without Impeachment of Waſt, this coming to a Leſſee, he would have it in the like manner, but reſtrained here, *Jan.* 11 *Jac.*

Prince contra Greene, although an Eſtate cannot be created by Covenant by law, yet made good in Chancery, in *June*, 40 *Eliz.*

Reynell contra Peacocke, concerning an Eſtate in Fee, depending upon an Eſtate tail, his Lordſhip would not alter the Eſtates, in *li. B.* 6 *Car.*

Merrifield contra Merrifield, about 1634.

Rouſewell contra Knight, *in* 10 *Car.*

raiſing of an Eſtate by an Agreement.

Barrow contra Smith, in 10 *Car.* a man makes a grant to friends of an Eſtate, to the uſe of three Daughters and their heirs, this is Joyntenancy, and the Survivor carries it.

Liſter contra Yelverton, an Eſtate is made to friends in truſt to the uſe of the woman, to commence after her husbands death, ſhe joyns in a Fine with her husband of the lands leaſed in truſt, this Fine ſhall cut off the truſt, and there being an Extent upon the lands leaſed, this truſt ſhall not prevent the Extent by reaſon of the Fine, *Trin.* 15 *Car.*

Exchange.

Cottington cont' Leverſage, an Indenture of Exchange decreed, 13 *Jac. li. A. fo.* 229.

65. Examination.

Examination.

Examinations of Plaintiffs and Defendants, and Witneſſes after a hearing.

Throckmorton contra Cromwell, 10 *Jac. li. A. fo.* 18.

Touck contra Thomas, 19 *Jac. li. A. fo.* 829.

Lea contra Band, 1591. & 32 *Eliz.* the Defendant was examined upon Intergatories, and yet the Plaintiff was left to his proof.

And

And in *Mich.* 36 & 37 *Eliz. li. A. fo.*422. *Dom. Burleigh contra Shute.*

The Court would not examine the Defendant unleſs he would abſent, 38 *Eliz. Bowſer contra Savage.*

A Defendant upon a hearing where the Plaintiffs proof ſerved not, appointed to be examined. *Bellamy contra Radcliff*, 38 & 39 *Eliz.*

Waterman contra Pope, *Paſch.*37 *Eliz.*

York contra Haidon, the Plaintiff was ordered to be Examined, or Proceſs to be had againſt him, 11 & 12 *Eliz. li. A. fo.*71.

Lady *Amcotts*, being a Defendant, was to be examined upon Intergatories, 11 & 12 *Eliz. fo.*328. Major *Feverſham cont' Ance.*

Cotton contra Paget, the Defendant not to be examined upon all Intergatories, *eodem*, *fo.*367.

Preſton contra Powell, the Wife to be examined as a Witneſs, 41 *Eliz. li. B. fo.*10.

Glaſters caſe concerning an Examination, about 6 *Car.*

Exceptions.

If a man except againſt an Anſwer and hath it referred, if thereupon it fall out to be good, the Defendant ſhall have Coſts for that trouble upon motion. *Beſwick contra Fox*, *Hillar.*39 *Eliz.*

Executors.

Executor not inforced to put in Bond but in certain cases.

Executors not in equity compelled to put in Bond to perform the Will or Answer Legacies, unless it appear, they have either broken the trust in them reposed by the Testator, or be decayed since his death, for at his death it seemed he trusted them without Bond, *Brown contra Purton*, 32 *Eliz. li. B. fo.* 641.

One Executor may sue another in this Court, though not at law, *Allen contra Story, in* 1585. and *Okely & Barnard*, 39 *Eliz.*

Two Executors, one of them is made Defendant, he shall be charged no further, then for the goods came to his own hands, *Herbage cont' Backshaw*, 35 *El*

To pay Costs.

Englefield contra Inhabitant de Rotherstrop Executors, to pay Costs adjudged against the Testator, because he had Assetts, 28 *Nov.* 1631.

Sues the Executor of his Executor.

Brereton contra Roberts, the surviving Executors, sues the Executor of his Executor, and likewise where there is a great state come to the Executor, which was not disposed of by the Testator, the Executor shall not have it, but shall be disposed of to the Testators kinsfolk, and to charitable uses; An Executor of an Executor, ordered to account upon Oath,

Oath, and to be examined upon Intergatories to discover the Estate, in 6 *Jac. li. A. fo.* 638.

Bacon contra Bell, Two Executors, the one discents, yet the Act of the other shall be good, in *Feb.* 39. *Eliz.* Two Executors, one discents, the act of the other good.

Holland contra Owen, an Executor shall not be charged with a Trespass committed by the Testator, in 3 or 4 *Car.*

Warmstrey contra Dom'. Tanfield, a *Subpena* against an Executor, to shew cause why he should not be bound by Decree made against the Testator, in *Hill.* 5 *Car.* and concludes accordingly.

How far a Judges or an Officers Executor shal be bound for a neglect done in his Office, in *Mich.* or *Hill.* 8 *Car.* or *Jac.*

Moore contra *in Mich.* 8 *Car.* Two Executors and Joynt in the Bill, shall be severed upon hearing. Co executors.

John contra Kingston, Co-executors shall not be charged for more, then comes to his hands, in 8 *Car.*

Downes, Jux. & Wiseman, concerning an Agreement, and if one Executor do Wast, the other shall not be charged, *Trin.* or *Mich.* 7 *Car.*

Townley contra Shurborne, Two Trustees of a Lease or two Executors, one wasteth the goods, the other shall not

be charged, unless he was a Coactor, in *Trin. 9 Car.*

Deane contra Ward, two Executors, two Answers for mean profits before partition, in 11 *Car.*

Allen contra Burton, an Executor sues the Executor of his Co-executor towards payment out of an Estate which came to the Defendant, who is not chargeable in law with the Legacies, but the Plaintiff is (as surviving Executor) decreed to be liable in 10 *Jac. li. B. f.* 243

Hankinson contra Pell, an Executor, called in question after question demurred, yet over-ruled, in 12 *Car.*

Capell contra Goslow, two Executors, the one trusteth the other to receive all Rents and dies, the Plaintiff calls his Executor to an account, being the Executor of a Trustee, ordered to make satisfaction, in 12 *Jac. li. A. fo.* 421.

Terrey contra Fowler, an Executor maketh doubt, whether he shall pay debts before a Decree in Chancery, decreed they shall be protected.

Dominus Craven & Comes Dorset, Creditors about 6 *Car.*

Wolverston contra Amherst, 13 *Car.*

Kemp contra Lamplugh, 14 *Car.*

Rowe contra Billing, two Executors being

ing decreed to pay Legacies and debts, the one paying it, the other shall upon a Bill be compelled to pay the moiety and Costs, in 10 *Car.*

Martin contra Knowles, concerning two Co-partners Executors, the estate being not divided before death, 28 *Eli. fo.* 257.

Houghton contra Hampden, & è contra, One Executor receives money for Interest, it shall be accompted as principal for five *per centum*, *in Mich.* 9 *Car.*

Vicecomes Conway contra Crooke, a Bill preferred against the Executor of one that committed Wasts, demurred unto, and good in 15 *Car.*

But an accompt for an Estate which came to the Defendants hands called in question, pleaded the Statute of limitation, over-ruled in 15 *Car.*

Exemplification.

66. Exemplification.

Fisher contra Hawkes & Smith, in 1590. the Plaintiff allowed without shewing a Deed inrolled, to plead the Exemplification of it.

If a Demise of Lands, want sufficient words to carry that which was meant to pass, it shall not be holpen in equity, *Kent contra Kent*, *in* 1591.

Fisher contra Smith, the Court orders an Exemplification of a Deed to be pleaded at

at law, where the Deed cannot be brought, in 33 *Eliz. li. A. fo.* 26.

Extent.

Extent not well laid, a new awarded.

Trion contra Michell, the Plaintiff sued out an Elegit, being not well laid, and the Extent not good, sues here in Equity for the money, decreed, 12 *Car.*

To accompt for profits upon Extent according to true valuation, and not to the extended value, but not use for those profits, in 5 *Car. li. B.*

Haughton contra 4 *Car.* or thereabouts.

Lands extended at low rate to answer true value.

Aldred contra Wilkinson, 5 *Car.*

Dom. Deancourt contra Hampson, according to the Receipt, and not to the extended rate, in 2 *Car.*

Re-extent.

Chivers contra Bampton, Trin. 5 *Car.* A Re-extent awarded upon a Statute, the lands being not known upon the former extent.

17. Evidence.

Evidence.

Bourn contra Debest, Shop-books read as an Evidence at the hearing, *Mich.* 15 *Car.*

Harrison contra Bludder, the same term, and concerning the Statute of Limitation by great advice.

Feme Covert.

Bacon alias Prior, le feme vend le use que le feme ad cer' les Deniers uncorpus le

mort

mort le Baron quel ciayme le uſe mere, & nient remedy in equity, 7 E. 4. vouch un caſe de Tasborough & Danvers, are in queſtion, *Hillar.* 1590.

The Husband ſold lands and debts due to the Wife before Coverture, and took Wares for it, he dying, ſhe ſurviving releaſed the debts, and decreed ſhe ſhould not, 36 *H.* 6. 134. & 142.

Waterhouſe Defendant, was Grauntee of a Leaſe in truſt, to the uſe of the Wife of *Witham*, ſhe died, and made *Waterhouſe* Adminiſtrator, *Witham* complained, and would have had the Leaſe in equity, the order and opinion of the Court was, he ſhould not, but the Grauntee and Adminiſtrator ſhould, 38 *Eliz.*

Seeks to avoid a Leaſe.

Ireland contra Pavy, in Mich. 13 *Car.* The Plaintiff held two Tenements of the Husband and Wife, and ſurrendred both, in conſideration that the Husband and Wife ſhould make a Leaſe for one of them for three lives, the Husband died, the Wife being but Tenant for life, and ſo by the Statute would have avoided the Leaſe for three lives, but the Court thought good it ſhould be holpen in Equity. *Downery & Weſton*, 36 & 37 *Eliz.*

Feme

Feme ad Eſtate diſpuniſhable del waſt unc'. waſt en meaſons prohibit & puis en Mare ſine auxi, Morgan & Peury, 37 *Eliz.*

Not bound by Decree.

Feme Covert party by Articles, and to a Decree, but ſhe aſſented not, the effect of it was, to forgo the Joynture for other recompence, after that the Husband died, ſhe took a new Husband, and they left to the law to recover her Joynture. *Slater contra Foliambe*, 37 *Eliz.*

Styward contra Iarmy, & *Iarmy contra Styward, Iarmy* was enforced to make aſſurance, *Mich.* or thereabouts decreed in 39 & 40 *Eliz. li. A fo.* 660. *li. B. fo.* 41. & 42 *Eliz. fo.* 220. & 551. and becauſe ſhe refuſed to perform, was committed till ſhe did agree.

The like between *Twyn & Box, in li. A. fo.* 487. 22 & 23 *Eliz.*

Egerton contra Townſend, li. B. fo. 954. 11 *Jac.*

Voux & Uxor, contra Gleas & Uxor, 4 & 5 *Ed.* 6 *fo.* 35. the Court doth order that the Husband ſhall become bound in a Recognizance, that his Wife ſhall releaſe her Right.

Compelled to levy a Fine.

Barty contra Herenden, 2 & 3 *Eliz. li. A. fo.* 62. the Court compells the Husband and Wife to levy a Fine.

Wiat

Wiat contra Wiat, in Mich. 16 Jac. li. B. fo.476. the Wife being no party to the Bill.

Hanſly contra Hanſly, Trin. 17 Jac. & Hillar' prox.

Weſtdeane contra Frizell & Uxor', the Defendant and his Wife committed to Priſon for not performing the Order in *Maii* 10 *Jac.* The Decree and their Commitments *in* 12 13 & 14 *Jac. Regis in* 14 *Jac. li. B. fo.*14. She was committed to Newgate. Committed to Newgate for not performing an Order.

*Sands contra Tomlinſon, Mich. Jac. li. A. fo.*679. a Wife compelled to levy a Fine and perfect aſſurances. Compelled to levy a Fine and perfect aſſurances.

Pope contra Moore, the Defendants Wife being *priviment enſeint* at her Husbands death, the child could not be provided for by law, but the Court ordered, that the child ſhould have ſufficient allowance, *li. A. fo.*307. 3 *Car. vel Jac.*

Rivet contra Lancaſter, the Wife ſueth her Husband, in 39 *Eliz. li. A. fo.*201. Sueth her Husband and others

Weſt contra Weſt, 12 *Car.*

A *Feme Covert* ſueth others, 17 *Jac. li. A. fo.*940.

Kiffin contra Kiffin, 17 *Jac. li. A.*

Dom. Criſpe in Paſch. or *Trin.* 18 *Jac. li. A. fo.* 1088.

Comitiſſa Dorſet contra Comitem Dorſet, about 7 *Jac.* *Fleſh-*

Fleſhward contra Jackſon, Money given to a *Feme Covert* for her maintenance, becauſe her Husband is an unthrift, the Husband pretends the money to be his, but the Court ordered that the money ſhould be at her diſpoſing, 21 *Jac. li. B. fo.* 719.

Ruſt contra Whittle & al', Paſch. 8 *Jac. li. B.* The Court doth decree a Report, wherein it was thought fit, that the Defendant ſhould compel his Wife, and another mans Wife, being the other Defendant, to levy a Fine and joyn in aſſurance.

Sued others without her husband, and in her friends name.

Dom. St. John contra Engleſield, in Mich. 14 *Jac.* a Bill preferred without the privity of her Husband, allowed.

Gaſcoign contra Francklyne, a *Feme Covert* ſues others, 42 *Eliz. li. A.* about *fo.* 593.

Haynes contra Duncombe, in Trin. 21 *Jac.*

Milward contra Bradborne, 5 or 6 *Car.*

Examined againſt her husband.

Lake contra Dean, 38 *Eliz. li. A. fo.* 157. a Wife examined to diſcover her Husbands deceit.

Cary contra Ley, in Mich. 21 *Jac.*

Chargeth lands with a Parol truſt.

Land charged with a Parol truſt, though made by a *Feme Covert*.

Sambroke contra Ramſey, *in Mich.* 13 *Car.*

Baſ-

Baskervile contra Sinthome, the Plaintiff conveyed a Leaſe to Feoffees in truſt, to the uſe of his Daughters, and to his Children linially, the Daughter married and had iſſue, which dies, marries again, the Feoffees conveys the Leaſe to the Wife and Husband, and diſcharges the truſt, the Woman gives this truſt to the Husband and dies, the Heir ſues the Husband for this land, but ordered that the land ſhould go to the Husband, notwithſtanding the Conveyance, 12 *Ja. li. B.* May diſpoſe of a Truſt, &c.

Palmer contra Shonck, a *Feme Covert* to Anſwer, *Mich.* 5 *Car.* To anſwer

Stiles contra Stiles, an Agreement binds a *Feme* and an Infant, in *Hillar.* 2 *Car.* An Infant bound by Agreement.

Sankey contra Golding, 21 *Eliz. li. fo.* a *Feme Covert* ſues without her Huſband.

Farewell contra Curſon, *Feme Covert* ſues in Chancery *ſa Baron in vie ouſter la Mare*, 31 & 32 *Eliz fo.* 8. Sues.

Baker contra Newbery, about 5 *Car.* though the Husband releaſed.

Moore contra Dom'. Greenvile, will not Anſwer, becauſe a *Feme Covert* and within Age, compelled, 11 *Car.* An Infant compelled to anſwer.

Throckmorton contra Calver, a woman returning her Anſwer, being married after

after the Commission awarded ordered, 11 *Car.*

Bound by Agreement.

Randall contra Tynny, a single woman did agree to have a moiety of land, and after Marriage, subscribed her name with her Husband, to a latter Agreement, though *Feme Covert*, decreed in 10 *Jac. li. B.* 25. or 250.

Holman contra Audley, 10 *Jac. li. B. fo.* 309. a Wife not to be examined against her Husband.

Demurrs ordered to Answer.

Court contra Popham, the Wife demurrs without her Husband, becaus charged with conspiracy and combination, ordered to Answer upon Oath about *June*, 6 *Car.*

Comes Danby contra Peele, a Releas by the Husband shall not prejudice the Wife, to sue for her Jewels, in 13 *Car.* and a Wife sues another in a friends name.

Keeling contra Bodley, Mich. 14 *Car.*

Rowe contra Comitem Newburgh, 14 *Car.* Look in it otherwise, becaus separate.

Comes Exon' contra Dom. Morley, how far it binds an heir more then Common law, for payment of debts, 13 *Car.*

To answer

Portman contra Popham, a Wife to answer without her husband being beyond the Sea, in 11 *Car.*

Batson

Batſon contra Couney, the Defendant demurrs that at the time of the Agreement, the Defendant was an Infant at 16 years old, and now married, and ſo not bound, ordered to anſwer in *Mich.* 14 *Car.* and in *Hill.* 15 or 16 *Car.*

Poole contra Harrington, or *è con'* A Wife hath a ſtock for her own uſe and dies, who is buried by a friend without direction of her Husband, he that buries her muſt be at the charge, and not the Husband, in *Mich.* 14 *Car.*

Roe contra Dom. Newburgh, a *Feme covert* cannot ſue, unleſs there be a ſeverance, this ſuit is for a promiſe in Marriage, after 20 years, the matter was diſmiſſed, becauſe the Plaintiff could not find Preſidents ſuting this caſe, in *Trin.* 15 *Car.*

Georges contra Chancie, a *Feme Covert* being ſeperated, having an Allowance of 200 *l.* ſhe improved it, and diſpoſed of it by her Will, *Mich.* 15 *Car.*

Clarke contra Weſt, how far a man *Non compos mentis* ſhall be concluded by a *Feme Coverts* diſpoſing of his Eſtate, in *Mich.* 15 *Car.* a caſe made and referred to Judges.

Simpſon contra Simpſon, a man cannot ſue his Wife, nor a Wife her Husband, in 3 *Car fo.* 394.

Received 1000 l. for her right yet not barred.

Dockwray contra Pool, a man having three Daughters, intailes his land upon them; after one of them married, and being a *Feme Covert*, with the consent of her Husband was contented and agreed, to take one thousand pounds in consideration and extinguishment of her right as Co-heire; the Judges hold it to be no good barr to her, in *Trin.* 7. *Jac.* The Judges Certificate.

Feme sole.

Feme sole before marriage. conveys away her Estate to. &c. avoyded.

Povy contra Peart, the Plaintiffs Wife before Marriage, conveyed away her Estate to the Defendant being her Son, and after the Defendant conveyed the same to his Children being Infants, because (as the Court conceived) it was passed without any consideration, it was decreed for the Plaintiff against the Defendant, and the Infants in 32 & 33 *El. li. B. fo.* 430. 454. & 484.

Receives power when *feme* revokes that not good.

Atwood contra Stubbs, one *Amy Pyms* did cause one *Lightfoot* and the Defendant to enter into Covenants, and a Bond for performance to leave one hundred pounds to pay to such persons as she should appoint, and if she did nominate none, then the same hundred pounds was to be paid to two grandchildren, after she caused the said *Stubbs* and

and *Lightfoot* to cancel these Covenants and Bond, to make voyd this her intention, yet decreed to be made good to the Plaintiff, in 10. *Jac.* or *Car. l. B. fo,* 442.

Thomas contra Thomas, sues to set forth her Dower, 13. & 14. *Eliz.* Sues to set forth her Dower.

Winter contra Dancie, feme sole onely, takes a Commission to examine Witnesses, marries before Witnesses be examined, and after examined whether the Depositions should stand, ordered to stand, 10 *Car.* Takes a Commission, &c.

Webb contra Wise, a Marriage before an Injunction, the Court declares that it shall go and be revived, notwithstanding no Bill of Revivor, 10. *Car.* Marries before an Injunction &c.

*Kempe contra Dom*ᵉ *Reresby*, or *e con*ᵒ. The Lord Keeper declares, that a woman cannot have Dower of a Trust, in *Mich.* 2 *Car.* but compelleth the Defendant to Answer, who is Tenant to the land, to enable her to bring her Writ of Dower.

A Farm with the lands usually set therewith to be lett, and the Scrivenor put in the Farm with th' appertenance, and then got a Lease himself to avoid it, *Harbin & Straw.*

74. Fines.

Fines.

A Fine and Recovery got by circumvention, the party which got it, may be compelled in equitie to recompence the party circumvented, As the Master of the Rolls was of opinion, at the hearing of the Cause between *Welby* and *Welby*, *primo Maii* 1595.

Fines arbitrable for Coppiholders.

Tenant Right.

Middleton contra Jackson, *in Hill*. 5 *Car.* one years moderate value.

Popham contra Larcesse, *Trin.* 13. *Car.*

Monsier contra Ducket, *Mich.* 14 *Car.* These after a Decree at *York*.

Cooper alias Stayning contra Blunt, A Fine arbitrable rated under value, 29 *Eliz. li. B.* or *li. A. fo.* 515.

Stoner contra Smith, a Fine arbitrable rated at two years and a half rent, which was the higher, in respect of the multiplicity of Plaintiffs, 31 *Eliz. li. A. fo.* 484.

Tenants de Accledon contra Kinnesley, 21. & 22. *Eliz. li. B. fo.* 86.

Gittings contra Browe, 41 *Eliz. li. B. fo.* 486. Two years reasonable value.

Lake contra Jetherell, *Nov.* 9. *Jac.* Two years value.

Atwood & Apsley, 41 *Eliz.*

Tenants

Tenants de Gaddesden contra Carey, A years value, and book upon change of Tenant, and half a years value upon change of Lord, 4. *Jac. li. B. fo.* 435.

Fox contra Huddleston, 4 *Jac. li. B. fo.* 204. A years value.

Tenants Right.

Watson contra Maihne, *Mich.* 15 *Jac. li. B fo.* 328. one years value.

Nevill contra Albany, 12. *Jac. li. B. fo.* 768.

Beare contra Seymor, *Mich.* 9 *Jac. li. A. fo.* 343. *& Pasch. li. A. fo.* 797.

Dom. Gerrard contra Parker, 12 *Jac. li. A. fo.* 1404.

Elrington contra Whetstone, *in* 39 *&* 40 *Eliz.*

Eaton contra Gwyn, 11 *&* 12. *Eliz. fo.* 206. The Defendant not to be released out of Prison, till he hath paid the Fine to the Queen.

Certain examined here. To be paid before enlargement.

Farmor contra Smith, that a Fine levyed by the practise and fraud of a Tenant at will, Copyholder, or a Terminor for years upon Covin, to bar the Lord of his Inheritance (though the Proclamation and five years past without claim) doth bar, the Reversion of his Inheritance or Free-hold, 43 *Eliz. li. B. fo.* 367.

Levied by fraud by a Tenant five years past shall not bar.

Fined for putting in a long replication.

Milward contra Welden, the Plaintiff for putting in a long Replication, was fined Ten pounds, and imprisoned and a hole to be made through the Replication, and hanged about his neck, and he to go from Barre to Barre, in 8. *Eliz. l. B. fo.* 678.

Thorold contra Thorold, 17. *Jac.*

Levyed by a simple man yet ordered to be testified.

Wright contra Booth, the Plaintiff (being simple) was drawn to levy a Fine of his lands, yet ordered that the lands should be reassured, if the Defendant did not pay a valuable consideration, or if he failed of payment thereof, then the said lands should be re-assured, 3 *Jac. li. B. fo.* 508.

Lewis contra Vaughan, 4 *Jac. li. A. fo.* 835.

Voyd yet relieved.

Seambler contra in *May* 13. *Car.* becausé a Fine was not levyed according to Covenant, a power became voyd to make Leaſes, but decreed, but the laſt Order, *in* 15, *Car.*

Longman contra Hopgood, a Fine imposed for breach of a decree, *Trin.* 6. *Car. li, B.*

Imposed to take mony and goods, &c.

Russel contra Read, 11. *Car.* a Warrant to the Serjeant at Arms to go into the Fleet, and to take the Defendants mony and goods to satisfie a Fine.

Bar-

Barker contra Shepheard, about *Mich.* 9. *Car.* a Fine impoſed, and parties Pillored and impriſoned, and layd in Irons for abuſing a man for ſerving a *Subpena* in the Kings Bench.

Long contra Snagg, this Court doth rate and moderate a Fine, 12. *Jac. fo.* 157. Moderated.

Hopton contra Higgins, a Fine is not to be decided by witneſſes, but by Court rolls, and ordered to go to hearing upon them in 10. *Jac. li. B. fo.* 176.

Thynn contra Carey, how far a Fine at Common law after five years, ſhall bar a title in Equitie, 10. *Car.*

Burraſton contra Walſh, whether Fines be certain or not, to regulate the ſame, the moſt number of Court Rolls to determine the ſame, and the time 14. *Car.* & *Mich.* 15. *Car.* Regulated by the moſt number of Court-Rolls.

Clarkeſon contra Vigerons, half a years full value.

Sacheverel contra Brimington, the Defendant pleads a Fine levied by a Lunatique, over-ruled in *Trin.* 15. *Car.* and an Order too for a Commiſſion to examine whether a Lunatique or not.

Aſhfield contra Criſpe, a Fine *ſur conceſſit* after five years upon a Mortgage in *Mich.* 13. *Car.* *Sur Conceſſit* relieved, &c.

Forgerie.

Barker contra Ireland & Morris, a per-

75. Forgerie here punished.

person Sentenced in this Court for Forgerie, in 8 *Jac. li. A. fo.* 1172.

Feoffees.

76. Feoffees a surviving joynt Feoffee to make sale of lands, &c.

Billingsley contra Mathew, the Court orders the surviving Joynt Feoffee to make sale of lands for payment of debts aswell as if the other had been living in *Mich.* 12 *Jac.* and before.

In trust to be examined as, &c.

Mildmay contra Com. Warwick, Feoffees in trust to be examined as Witnesses in *Hill.* 1 *Car.*

Wife compelled to joyn.

Ayre contra Jennings, Feoffees trusted for the good of a Wife, compelled to joyn in sale of lands, in *Hill.* 2 & 3 *Car.*

Clotworthy contra Hunt, Feoffees for a Town, nor Recorder, to be examined, but for matter of fact, *Trin.* 2 *Car.*

Feoffement.

Liddalls contra vanlore, about an Occupant to uses, or a Feoffement in trust, 2 or 3 *Car.*

Dux Buckingham contra Paul, in Mich. or *Hillar.* 5 *Car.*

Lilley contra Gilbie, *Mich.* or *Hill.* 5. *Car.* to compell a man to execute a Feoffement.

Forfeiture.

Forfeiture of a Copy old leavved.

Poore contra Oxenbridge, although a Tenant hath forfeited her Coppihold, yet relieved here, in 9. *No.* 44 *Eliz.*

Whistler

Whistler contra Cage, Pasch. vel Trin 7 Car.

Goods. 79.

Popham contra Hinton, to go into the personal, & whether a statute be goods and betwixt goods Inventoried and a *peraporconalia*, How far shall go into estate, after it was in Orphans Court. Goods.

Haynes contra Child, concerning the contingencie or goods, 9 *Car.*

Leate contra Turkey, Company of Merchants, if a Consull beyond Sea hath power, and do levy Goods upon a private Merchant, the Company must bear it, if the Factor could not prevent the Act of the Consul, *Hill.* 1630.

Heire. 80.

The Heir is not in Equitie bound to assure lands, which his Father bargained and took mony for, *Weston contra Danvers*, 1584. Heire is not bound by the Fathers bargain.

Michill contra Chamberlaine, in 7 Car. an Heire of Mortgagee not to be relieved after several dismissions and Decrees unless can prove an extraordinary value of the land. Of a Mortgager not to be relieved.

Porter contra *in 11 Car.* one *Brett* provides, that his Heirs, Executors or Administrators, shall have power to redeem lands, the Plaintiff is neither, but

Breach of condition holpen against the heire.

but as an Assignee from *Brett*, yet shall have power.

Salmon contra Vaux, an Heire at Law seeks to take advantage upon breach of Condition, because Legacies were not paid according to the Will, but because there was an intention to pay it, and an Agreement between the Sisters, decreed against the Heir, in 11. *Car.*

Archer contra Partridge, 9. *Car.*

Cook contra Tookey, *Pasch.* 15. *Car.* by great advise.

Bound by his fathers Covenant though claims not by discent.

Poole contra Poole, the Defendant comming in by grant & not by discent from his Father, 'tis pretended he ought to be bound by the Fathers Covenants, and as Executor hath no Assets, yet ordered to be lyable, in *Mich.* 14. *Car.*

82. Husband.

Husband.

The Master of Kings Colledge in *Cambridge contra Ragland*, the Defendants Wife would not bring in Evidences, according to an order, the Husband was bound that she should do it, 4. *Eliz. li. A. fo.* 73.

Ackland contra Dom' Perriam, the Plaintiff marrying one *Mallets* Widow who made a Conveyance to the Defendants Husband in trust, and received the profits of the land accordingly, but dyed

dyed before any ſatisfaction made, the Wife being ſued demurres, becauſe the Plaintiff doth not ſue as Adminiſtrator, and that the profits were received before ſhe was married to the Defendant, nor hath made any title to himſelf to the goods of the ſaid *Mallett*, which notwithſtanding was over-ruled in 9. *Jac. li. A. fo.* 78.

Dom' Griffin contra Tailor, 3. & 4 *Car.* the Court ordered a man to procure his wife to acknowledge a Fine of Mortgaged lands.

Injunction. 81.

Webb contra Smart, 5. *Jac. li. A. fo.* 302. Induction. the Plaintiff being inducted to a Parſonage, the Defendant notwithſtanding keeps the poſſeſſion by force; whereupon the Plaintiff was inforced to prefer his Bill in this Court, but the Defendant demurred, becauſe the Vicarage is as his Free-hold and Inheritance, and ſo properly determinable at law, yet the Demurrer over-ruled.

Bird contra Smith, 3. *Jac. li. A. fo.* 819.

Infants.

Copihold ſurrendred to the uſe of an 83. Infant, to the intent he ſhould pay an Infants. Annuity to another at full Age, which he refuſed to do, and it was decreed he ſhould pay it, and the Arrerages. *Sawyer contra Gillet*, 9. *Eliz.*

In

Bound. In a cause between the Lady *Russel* and the Earl of *Lincoln*, the Plaintiffs Councell moved the Court, to give Order against the younger Earl of *Bedford* being an Infant, Vouched a case, 11. *Nov.* 6 *Eliz. li. B. fo.* 426. Between *Aitham* and the Lord *Morley*, where between the date and sealing of a Conveyance, the Lord *Morley* conveyed the land to an Infant, wherefore *Altham* had order against the Lord *Morley* and Infant, an Infant concluded 6. *Jan.* 36 *Eliz. Preston Trin.* Colledge & *Wood in li. A. fo.* 330. and a bad Lease in and *Wester* and *Talpitt*, 37 *Eliz. li. B. fo.* 206. Infants bound till they come to Age and undo it by a Bill, *Burch contra Morris*, Land conveyed to Feoffees to the use of an Infant bound in 5 *Jac. li. A. fo.* 323.

Oliver & King contra Challinor, the Plaintiff being an Infant, was committed to the prison of the Fleet, for not obeying a decree, 11 & 12 *El. li. A. fo.* 213.

Digman contra Hamond, 12 *Eliz. fo.* 356. the Defendant made secret Conveyances (depending the suit) to defraud the Plaintiff being an Infant, the defendant bound by Recognizance to discharge all Estates so made.

Dom.

Dom. Leppington conora Barnes, the Plaintiffs Husband made an infant Executor to prevent payment of debts not fit to undertake it, but another Administrator for him during his Nonage, yet lyable for payment of debts in *Mich. 9 Jac. fo.* 362 & 1092. Made Executor to prevent payment yet lyable.

Hare contra Hide, a Bill preferred against an Infant, and he ordered to answer, *Hil. 3 Jac. & Pasch. prox.* To answer

Wadham contra Moor, an Infant bound by Decree, albeit he was but 12 years, 37 *Eliz. li. A. fo.* 489. Bound by Decree.

Wood contra Norton, a Demurrer, because sues not as Guardian, but because as *prochein Amy*, ordered to Answer in *Hill. 2 Car.*

Hill contra Hill, in 7 Car. to examine a Guardian as a Witness. To examine a Guardian.

Young contra Stowell, concerning the granting of an Office in Reversion to an Infant, 8. *Car.*

Rayner contra Rayner, in 13 *Car.* How far an Infant shall be bound to give a legal discharge of mony due to them.

Rivers contra Comit' Dorset, how far this Court shall bind an Infant by consent of Parentage, in 6 *Car.*

Lyde contra Somister, the Mannor of an *Panington*, an Infant of 12 years may surrender, *Trin.* 15 *Car.* May surrender.

Hart-

Hartwell contra Ford, a lawful age of Infant shall be intended 21 years, unless in a particular case of Guardian in soccage 11. *Car. fo.* 341.

Inclosures.

84. Inclosures. *Piggot contra Kniveton*, 4. *Jac. li. B. fo.* 101. because lands had been inclosed 30 years by consent of most of the Parishioners, therefore they should continue inclosed.

Comes Huntingdon contra in *Hill.* 8. *Jac.*

Cartwright contra Drope, the Court compells certain men that would not agree to Inclosures, to yeild unto the same, and binds a Colledge that would not consent, having lands within the said Mannor so inclosed, *Mich.* 17. *Jac. li. A. fo.* 549.

Another between the Prebends and Schollers of *Magdalen* Colledge in *Oxon contra Hide*, compelled to an Agreement *Pasch.* 10. *Jac. li. B. fo.* 826, & 10 *Jac. li. A. fo.* 426.

Danvers contra Dodford, concerning Inclosures, *June* 7. *Jac. vel Car. fo.* 995.

Eaton contra Hill, 16. *Jac. li. A. fo.* 981.

Morgan contra Clarke, 5. *Car. li. B.*

Cripps contra Clamer, 17. *Jac.*

Tirwhit contra 15. *Jac. li. B fo.* 480. Inclosures. *Freake*

Freake contra Loveden, Incloſure of Waſtes & Common Decreed, being for the common good, 12. *Jac. l. A. fo.* 372.

Decanus & Capit. Weſtm' contra Eldridge, Maii 15. *Jac. li. B. fo.* 892.

Fleetwood contra Lenton, about 5 or 6 *Car.*

Monſon contra Broxholme, Trin. 11. *Car. vel Jac. li. B.*

Tiffin contra Harris, 6. *Car.*

Gilpin contra Hillerſden, 20 *Jac. li. A. fo.* 887.

Barkley contra Evet, concerning incloſure, where ſome not conſent, are compelled, 8. *Car.*

Trigg contra Payte, A Decree made to overthrow Incloſures, if the Defendant will not recompence the Plaintiff ſo much as he hath been prejudiced by the Incloſure being a depopulation, although a remedy at law upon the ſtatute, in *Mich.* 20. *Jac. & Mich.* 22. *Jac.*

Capella de new Elmes contra Erbury, demurrer over-ruled where a Parſon will not anſwer, nor be compelled to an Incloſure, though for common good, in 5 *Car. li. A. fo.* 461.

Ingram contra Wells, the Court will not bind a man to an Incloſure that never aſſented, 2 *Car.*

Fox

Fox contra Shrewsbury, the Defendant, becauſe agreed to an Incloſure, but after diſaſſented, decreed according to the agreement, 13 *Car.*

Theed contra Hamwell, two Inhabitants, no parties to Articles for an Incloſure, in *Mich.* 2 *Car.*

Wright contra Stamford, my Lord Keeper will not confirm Articles upon an Incloſure, unleſs the ſame Arrable way be maintained as before the Incloſure, 10 *Car.*

Dom. Lumley contra Sands, an Agreement 14 years ſince for good of ſeveral Towns and high-wayes ſet, Decreed in *Hil.* 14 *Car.*

Morton contra Winton, incloſing and continuing of Incloſures, and ſtinting of Cattel; in 12 *Car.*

Interrogatories.

85. Interrogatories not admitted after a Commiſſion.

Berryman contra Berryman, no Interrogatories admitted here in Court after Commiſſion taken away to croſs the Plaintiffs examination, *Mich.* 13 *Jac. li. B. fo.* 27.

Lewis contra Owen, examined in Court upon new Interrogatories if it be joynt Commiſſion, *Mich.* 13 *Car.*

Intereſt.

86. Intereſt.

Weldon contra James, if a Surety payeth Brocage,

Brocage, in some cases Interest upon Interest allowed, 14 *Car.*

Injunctions. 87.

Cockeshot & Parke, an Injunction was against the Plaintiff, and all claiming under him, to suffer the Defendant to enjoy possession, one *Wilkinson* bought the Lease which *Cockeshot* the Plaintiff claimed by, and then to avoid the Injunction, took a Lease till it should be seen how the old Lease should be avoided. Injunction

Servington contra Webb, 12 *Eliz. li. A. fo.* 176. An Injunction for possession, because the Defendant would not perfect assurance to prevent a mischief.

Barkley contra Pierson, an Injunction to stay proceedings at law upon treble damages, notwithstanding the cause dismissed to the Ecclesiastical Court, *Trin.* 17 *Jac.*

Buck contra Wood, 12 *Jac. li. B.*

Tiffin contra Tiffin, *Hill.* 17 *Jac.* An Injunction against Creditors, although none have, about *Trin.* 16 *Jac.* or after. Against Creditors.

Finch and his Creditors, in *Hill.* 17 *Jac.*

Finch cont' Hicks, *Hill.* or *Pasch.* 17 *Jac.* Sine die.

Troit contra Wallen, Injunction *sine die* awarded, and the money unjustly procured, restored, *Mich.* 12 *Jac. li. B. fo.* 322.

An Injunction to ſtay proceedings in the Spiritual Court, 30 *Eliz. li. A. fo.* 528. or 28.

Catwallell contra Wynn, an Injunction to ſtay Judgement and Execution in the Exchequer, *Hill.* 35 *Eliz.*

Epiſcopus Hereford contra Carpenter, an Injunction to ſtay proceedings after a Judgement, the Defendant taking out Execution, notwithſtanding is in contempt, *Trin.* 6 *Car.*

Fiſher contra Payne, about 6 *Car.*

Parker contra Bowers.

Uvedale contra Harvy, &

Beamont contra Harvy, all in 7 or 8 *Car.* and to ſtay proceedings in the Eccleſiaſtical Court.

Treſwell contra Guibon, 9 *Car.* an Injunction to ſtay proceedings in the Exchequer.

Miller contra Societat' Girdlers, an Injunction to ſtay ſuit upon an Action brought for perjury, before the cauſe in queſtion here heard, 22 *Eliz. li. A. fo.* 497. And concerning a promiſe to make a Leaſe from the Corporation.

Knight contra Parſon, an Injunction for ſtay of a ſuit at Law in an Aſſize for Writ of Rediſſeiſin, touching the Office of Cheſter Herald, & the profits thereof, is 10 *Jac. li. B. fo.* 177. *Hewes*

Hewes contra Blewet, an Injunction to ſtay proceedings upon a *Quare Impedit*, in 10 *Car. fo.* 202.

Curteen contra Heveen, Marſh grounds ſtayed from plowing, *Hill.* 8 *Car.*

Aylett contra Aylett, an Injunction to ſtay proceedings in the Arches or Admiralty, 33 *Eliz. fo.* 172.

Smith contra Snotsbull, an Injunction to eſtabliſh poſſeſſion, and to ſtay ſuits in the Court of Wards, and an Attachment awarded for ſerving an Order of the Court of Wards, to ſtay ſuit here, in 33 *Eliz. fo.* 176.

Tanfield contra Davenport, the Defendant ſues in the Eccleſiaſtical Court for a Portion due to his Wife, this Court orders an Injunction to ſtay proceedings there, till he ſhall make a competent Joynture, in 14 *Car.*

Shelton contra Stanley, an Injunction and Commiſſion to the Sheriff by one Order of 13 or 14 *Car.*

Dominus Baltimore contra Reynell & Sands, an Injunction to quiet poſſeſſion ſuch as at Bill only, *Hill.* 15 *Car.*

Arundell contra Arundell, an Injunction granted againſt the iſſue in tayl, to ſtay the reverſing of a Fine levied by himſelf, and (I think) his Father alſo, in 40 *Eliz. A. fo.* 270. & 640.

Bury

Bury contra Conisby, a Verdict at the Common law to avoid a Leaſe for three lives, becauſe the Leaſe was to commence at a time to come, which is void in law, yet an Injunction to continue poſſeſſion, 23 *Eliz. li. A. fo.* 38.

83. *Judgements.*

Judgment Upon Affidavit, endeavour uſed to have ſerved Proceſs to hear Judgement, and could not find the Defendant, the Court proceeded, *Windham & Harwood.*

A Judgement no lett to examine in Equity, ſo the truth of the Judgement not examined, as where Judgement againſt the truth of an Acquittance without a ſeal, or where the money paid after the day. *Heard contra Doddington.*

Owen contra Dom. Deancourt, a Judgement of a Debt, and a Fine to a Purchaſor, acknowledged all in one day, the Judgment to be preferred, in 4 or 5 *Car.*

Judgment at law decreed here. *Godſhall, in Mich.* 5 *Car.* for aſſigning of a Judgement for Contribution.

Comitiſſa Winchelſea contra Tuſton, concerning ſigning over Bonds, 6 *Car. li. B.*

Allen contra Glomvile, 4 *Jac.* a Decree after Judgement at law.

Courtney contra Glanvile, 10 *Jac. li.* 1. *fo.* 474. *Joynture.*

Joynture.

Joynture in money not to be touched for husbands debts.

Aſh contra Dom. Forreſt, a Joynture in money not to be touched for the debts of her Husband, *Mich.9 Car.*

Naſh contra Preſton, concerning a Joynture, and not the Inrollment of a Deed, ſupplyed in *Paſch.* or *Trin.6 Car.* and Judges Certificate.

Knivet contra Baxter, a Joynture in money or lands, the uſe thereof in equity ſhall go to the payment of debts. *Pawlet contra Dom. Malburgh in 8 Car.*

Knightley contra Bevill, in Mr. *Churchbills* note of *Trin.8 Car.*

Palmer contra Cleveland, the contrary, in *Mich.8 Car.*

Dom. Howard contra Comit' Nottingham, a Joynture confirmed although by Tenant, *Mich.9 Car. & Paſch.7 Car.* The order upon hearing.

Juriſdiction. 92.

Juriſdiction of *Cheſter* allowed.

Davenport contra Deane, the Court will in no wiſe retain a ſuit of the lands which lye in the County Palatine of *Cheſter*, 12 & 13 *Eliz. fo.*399.

Monſhall contra Jewce, in 17 *Eliz.*

*Daniel contra Jackeſon, Nov.*17. *Eliz.*

Cleeve contra Brooke, 15 *Eliz.*

Bradley contra Brown, the like, 15 *Eliz fo.*400.

Wentworth contra Taccon, in 16 *Eliz.*

Dom. Savill contra Savill, concerning the Cuſtome of the Province of *Yorke*, in *Mich.* 1634.

This Court not to be ſtayed by an Injunction out of the Dutchy. *Barnard contra Langley, in* 1633.

Tenants of *Barwick contra Caſar*, Decree here, after a Decree in the Dutchy, becauſe it was ordered they had no Juriſdiction, the lands being out of the Dutchy, but held off Eaſt-*Greenwich*, 8 *Car.*

Levingſton contra about 10 *Car.*

Of *Cinque Ports* over-ruled. *Scofield contra Finch, Feverſham* Priviledge over-ruled, in 25 *Eliz. li. B. f.* 131.

Againſt the Stannaries. *Trinick contra Bordfield*, to ſtay proceedings in the Stannaries, in 14 *Car.*

Dom' Scroope contra Laſonby, Depoſitions taken at *Yorke* to be uſed here, *Paſc.* 2 *Car.*

Againſt the Court of Requeſts. *Simonds contra Harby*, this Court declareth that the priority of a ſuit in the Court of Requeſts, ſhall not hinder the proceedings in this Court, in *Hill.* 15 *Car.*

Tollakerne contra Steward, a Demurrer, becauſe the matter was diſmiſſed in the Court of Requeſts, upon a full hearing over-ruled, in *Hill.* 15 *Car.*

Askwith

Askwith contra Chamberlaine, though one *Miller* (no party to a ſuit here) preferred a Bill in the Court of Requeſts, an Injunction awarded to ſtay proceedings there, in *Paſch.* 16 *Car.*

Joyntenancy. 91.

Dorne contra Dorne, concerning the diſpoſing of a Joyntenancy, in 5 *Car.* Joyntenancy.

Pettit contra Stymard, Two Joyntenants, one by Will giveth his part good in equity, and whether a Wife of a Feoffee ſhall have Dower or not, in 7 *Car.*

Inventory. 92.

Hewet contra Baker, *in Paſch* 15 *Car.* Where the Defendant did not exhibit an Inventory, the Court chargeth the whole Legacy on him after twenty years, though pretended not ſufficient. Inventory

Land. 93.

Where new annexed Land is ſold away in Fee, and a tenure in *Capite* reſerved, it is pleadable here, *Crompton contra Clifford*, *in Paſch.* 37 *Eliz. li. A. fo.* 128. Land ſold away and tenure reſerved.

Skinner contra Skinner, *in Trin.* 42 *Eliz.* the Father of the Plaintiff and Defendant, Deviſed certain Lands to the youngeſt ſon, which he purchaſed, the eldeſt ſon ſuing for the ſame, is decreed according to the Deviſe.

Thynn contra Kinſmell, Money deviſed by the Plaintiffs Father to the Plaintiff, out of certain lands which were to be ſold by the Defendant, the lands were intailed, and provided, that if the heirs went about to ſell the ſame, it ſhould be void, being againſt the Statute of 32 *H.* 8. It is ordered to be ſold, in 38 *Eliz. lib. B. fo.* 97. and concerning a diſcontinuance.

Manwayring contra Dudley, the Plaintiffs Wives Father made a Feoffement to uſes for thirteen years, to raiſe Portions of four hundred pounds for his Daughters, the Father being dead, the Feoffees ſuffer the ſon and heir to enter into the ſaid land, and ſold the ſame, and yet after a diſcent, after the death of the firſt Purchaſor, at the third hand, although the money be due, yet the Court would not charge the lands with the ſaid money, the example being dangerous, in *Hill.* 43 & 44 *Eliz. li. B. fo.* 306.

Hungate contra Hungate, the Plaintiffs Father being a Batchelour, purchaſed an Eſtate in the Defendants name, but after having iſſue, the Plaintiff, the Court decreed that the lands ſhould go to the Plaintiff, and be reaſſured by the Defendant, in 4 or 5 *Jac. fo.* 1070. *Bow-*

Bowell contra Hancocks, a Purchaſor diſcharged from a Statute in 11 *Jac. li. A. fo.* 344.

7 *H.* 7. 10. *A.* Had lands diſcended to him in ancient Demeſne, extended by Statute Merchant, *B.* purchaſed the lands, and had a Recovery by ſufferance, in the Court of ancient Demeſne upon a Voucher, and ouſted *A.* *A.* brought a *Subpana*, and it was holden that *A.* could not ſatisfie the Recovery, and therefore ſhould be reſtored to the poſſeſſion by the Chancery, for he had no remedy by law, where, notwithſtanding a double Judgement, yet the Judges directed them to the Chancery.

Buggs contra Sumpner, 8 *Junii*, 43 *Eliz.* Lands given for the diſcharge of poor Inhabitants of a Pariſh, for diſcharge of Fifteens and Taxes, with a proviſo, that the Rents ſhould not be to the diſcharge of Gentlemens lands of the Pariſh, but of poor mens only, the Defendant being but a Yeoman (though he have purchaſed ſome of the Gentlemens lands, and ſought to have benefit of the gift) yet not allowed, in 8 *Junii*, 43 *Eliz.*

Townſend contra Kilmurrey, Feeſimple land purchaſed by the Father, and de-

descended to the Son, this land shall not be Assetts in law, nor equity to pay debts, 13 *Car.*

The Countess of *Exeters* Case.

Episcopus Heref. contra Awbery, where the quantity of a yard-land is not known, a Commission to set out so much land as the Commissioners shall think fit, upon common intendment, in *Hill.* 14 *Car.*

Eborall contra Hunt, Lands passed in a Feoffement more then was meant, was holpen in equity, notwithstanding a Verdict and Judgement at law, supposing some circumvention.

Hire contra Wordall, lands Devised to be sold, and the money thereof coming should be Devised to Children, but the lands could not be sold, because there was none appointed by the Will to sell the same, yet ordered to be sold, and the Lease was for a thousand years, which is most commonly to prevent the Kings right, in 39 *Eliz. li. B. fo.* 134.

94. Lease defective not supplyed in equity.

Lease.

A Lease containing a Messuage in the demise, but land also in the *habend*, which land had been many years enjoyed accordingly, yet the Lord Chancellors opinion was, no continuance would

would make a void Leaſe good, eſpecially againſt a Purchaſor, *Meld contra Cooper, in* 25 *Eliz.*

Bradſhaw contra Bradſhaw, in 16 *&* 17 *Eliz. li. A. fo.*309.

Collins contra Syms, look from *Feb.* 26. *Eliz. li. fo.*358.

Ellis contra Beſwick, the contrary, 36 *Eliz. li. A. fo.*654.

A Leaſe deviſed to one for life, with ſeveral Remainders over to others, the firſt Deviſee was compelled to enter Bond, to let it go according to the Deviſe, but if it were for a perpetual Chattle, the Court would not have done it. *Price contra Jones*, 26 *Eliz. fo.*599.

*Alſton contra Eaſter, Trin.*7 *Car.*

Jones contra Frederick, 12 *Jac. li. B. fo.*303. the Court will not charge the Adminiſtrator of an Executor.

Smith & Gawdy contra Compton, 14 *Nov.* 41 *&* 42 *Eliz. Tudnam*, the contrary *Tudnam contra Glanvile*, 36 *Eliz. li. A. fo.*396.

No relief in Equity touching Leaſes of one thouſand years, becauſe they tend to defraud the Crown, in 39 *&* 40 *Eliz. Riſden & Tuſſin.* Long Leaſes diſmiſſed.

A ſtranger having a Leaſe before a Decree, which was not bound thereby, and the

the ſame Leaſe being over-wrought by a Statute which was bound by the Decree, bought the extent of the Statute, and therefore his Leaſe was thereby bound by the Decree, ſo long as the Extent ſhould have continued, if it had not been bought. *Arden contra Hanbury*, or *è contra*.

Leaſes made by Deans, Canons, or Colledges, *&c.* for one and twenty years, or three lives, are here relieved. *Simeon contra Decanus de Windſor*, *Trin.* 15 *Jac. li. A. fo.* 1177.

Long contra Decanum Briſtoll, 3 *Car.*

Epiſcopus Dunelm' contra Martin, *Tri.* 5 *C*

Comes Oxon' contra Gooth, *Paſch.* 14 *Jac.*

Derham cont' Chriſt-church, *Mich.* 10 *Jac. li. B. fo.* 64. the contrary.

Monſon contra Aiſcough, the Defendant upon an Award did Covenant, that the Defendant and his Wife ſhould make a Leaſe void of all Incumbrances, yet after denied, and pretended, that a former Eſtate was made to his Children, ſo that it was not in his power, and brake off the Sale of the ſaid Agreement or Leaſe, whereby it was void in Law; the Court ordered the Award to be performed to all intents and purpoſes, 11 & 12 *Eliz. li. A. fo.* 510. And afterwards for not perform-

forming the ſame, was committed, 12 & 13 *Eliz. li. A. fo.* 204. And afterwards he was to become bound by a Recognizance to yield himſelf to the Priſon, which he did not do, therefore the Plaintiff might, and was Licenſed, to take Execution upon that Recognizance, *eodem folio* 328.

Golding contra Taſſin, a Leaſe for many years, although it be intailed to many in Remainder, decreed to be ſold for payment of debts, *Mich.* 10 *Jac.*

The like 17 *Jac. Hubbard contra Hare, li. A.* 944.

Harvy contra Withers, in Paſch. 24 *Jac.* Intailed lands ſold for payment of debts

Powell contra Moulton, a Leaſe intailed not ſubject to debts, though the Leaſe or Aſſignment ſuppoſed to be void, becauſe intended, and the Defendant to pay debts out of the perſonal Eſtate, 5 *June*, 3 *Car. li. B fo.* 1441.

Chambers contra Gregory, a Leaſe made for years, and a Statute for quiet enjoying, the Statute was delivered with the Leaſe, but not aſſigned; whereupon the Aſſignee of the Leaſe, procured Letters of Adminiſtration of the goods & chattels unadminiſtred, of the cognizor of the Statute, & extended the ſame, which

Ad-

Administration being repealed and granted to another, the Court and Judges ordered the estate by that Statute to be determined, 22 *No.* 9 *Car.*

Birkenhead contra Birkett, a Lease made for forty years, by the Master and Brethren of the Hospital of St. *Katherines*, allowed for good, *Hill.* 1632.

Bampton contra Freake, a Decree to restrain the Defendant from selling of a Lease contrary to the intent of the Ancestors, in *Octob.* 9 *Jac.*

Huddleston and *Lamplugh*, concerning a Lease attending upon an Inheritance, and concerning the disposing of the same, and likewise of a Trust, in *Pasch.* 6 *Car. li. A. fo.* 769.

Stradling contra Smith, where a Lease is made to Feoffees, to the use of the Wife of the Feoffor, the Feoffor and Wife Covenants, that they will levy a Fine to extinguish the Rent, which was done accordingly, not mentioning a Lease of one hundred years, which was made over to the said Feoffees to her use, the Court decreed that the Lease should be cancelled, 1 *Car. li. A. fo.* 182.

Kitson contra Williams, a Lease made good, though a former conveyance to Feoffees in trust, and concerning a spring-

ſpringing uſe ſupplyed in this Court, and raiſing of daughters Portions by the Feoffees, in 6 *Jac. fo.* 618.

Comes Oxon' contra Neeth, 13 *Jac. li. A.* a Leaſe made by a Colledge contrary to the Statute 13 *Eliz.* (though a Demurrer) and the Defendant would not Anſwer, yet the Court proceedeth; after the Demurrer certified not good, the Defendant ſtood in contempt, the Plaintiff was admitted to proceed to his proof without Anſwer, And it was in *Jennings* Caſe *contra Tayler*, in 38 & 39 *Eliz.* and the Bill was taken *pro Confeſſo*, and this after a Verdict and Judgement at law, upon a Statute law. The law of God ſpeaks for him, Equity and good conſcience ſpeaks for him, and the law of the Land ſpeaks not againſt him, *Deut.* 28. 30. this was too for building upon a voidable Leaſe and Improvement in *London*.

Rumney contra Garnons, 16 *Junii*, 36 *Eliz.* a Leaſe made to two during their lives, and after to the uſe of ſuch of the children begotten by *Peter Rumney*, this being without any expreſs concluſion what child or children, the conſtruction touching the uſes, is to be made as near as may be, to the meaning of the ſaid parties,

parties, who conveyed the ſame to uſes.

Leaſe parol.

Williams contra Moone, concerning a Leaſe Parol. 23 or 24 *Eliz. li. A. fo.* 624.

Bullon contra Scivell, a Decree againſt a Leſee of a Prebend, to build a houſe upon the Prebend, where none was when Leaſe was made, becauſe in the Leaſe, a houſe was demiſed, *Mich.* 14 *Jac.*

Gage contra Scory, *Hill.* 5 *Jac. li. B. fo.* 878. the Plaintiff being poſſeſſed of a Leaſe from the King being defective, the Defendant would have avoided it, by compoſition with Commiſſioners for defective titles, yet relieved here, or any Eſtate whatſoever in like caſes.

Harry contra Halfe, *in Hill.* 5 *Jac. fo.* 466. *li. B.* either for years or for Dower.

Windham contra Bartram, *Feb.* 11 *Jac.*

Blackell contra Brooke, *Julii* 4 *Car.*

Stiles contra *in Mich.* 3 *Car.* how far a Leaſe for life, ſhall be Aſſetts in Equity.

Barton contra Mawd, 25 *Eliz. li. B. fo.* 35. a Leaſe was made to one, before the expiration of a former Leaſe, though great queſtion among the Judges, yet determined to be a good Leaſe.

Brooke contra Decanum & Capit' Eccleſiæ Cathedral' in Oxon', *& Daniel* the Defendant (by miſtaking of a Clark) in this word,

word, that the Demiſe, by conſent of the whole Chapter of the ſame houſe have Demiſed, where it ſhould have been the Dean & Chapter, in 37 *E. li. A. f.* 552.

Dominus Awdley contra Sidenham, *in* 32 *Eliz li. A fo.* 251.

Taylor contra Slecomb, *in* 27 *ac. li. A. f.* 749.

Eltis contra Beſwick, 36 *Eliz. li. A. fo.* 537. a Houſe or Tenement edified upon a Marſh leaſed with the appurtenance, the Marſh paſſeth not by law, yet holpen in equity againſt the Heir.

Prince contra Green, A Leaſe made to the Defendant by Tenant in tayl for forty years, and to commence at a time to come void in law, yet holpen in equity, and the intent of the party performed, in *Trin* 40 *Eliz. li. B. fo.* 111.

Little John cont' Forteſcue, the Defendant was required by the Court to conſent to a Decree, if he refuſed, then it ſhould be judicially againſt him, that the Plaintiff ſhould enjoy the Leaſes made by the Defendants Father, which he ſuppoſed were void in law, 36 *E. li. A.*

Preſton contra Wood, the Plaintiff and Trinity Colledge being Leaſees from the Defendant, he knowing the Leaſe to be void for not right naming of the Corporation, in 36 *Eliz. li. A. fo.* 330.

95. *Lessee.*

Lessee. By the Judges opinion, a Lease is good, though no Lessee is named in the Demise, but in the *Habend. Buller contra Doddington*, 22 *Eliz. li. A.*

The Court compells a Lessee for years, to discover what Estate of a Conusors, to the end it may be lyable to a Statute, 25 *Eliz.* it is between *Titchborn* and *Doddington.*

Snagg contra Snagg, 34 *Eliz. li. B. fo.* 394. to shew commencement, term, things Demised, Rent, what dayes of payment of Rent, and Covenants.

Legacy.

Legacy given upon condition not to marry without friends consent, refuse to pay yet ordered. *Yelverton contra Newport*, 36 *Eliz. li. B. fo.* 101. The Plaintiffs Wife had given her by her Fathers Will, three hundred pounds, conditionally, that she should not marry without the consent of friends, refused to pay yet ordered.

Simons contra Lee, a Legacy called in question threescore years since by Bill in this Court, dismissed in April 11 *Jac.*

Wilcox contra Cole, about 19 *Jac.*

Called in question after 60 years dismissed. *White contra Simpson*, Legacies to particular Legatees, and the surplusage to the rest of the kindred, they shall be limited to the fourth degree, and a time appointed to come in, or else excluded, in *Hill.* 5 *Car.*

Gipp

Gipp contra *in Mich.* or Hill 6 or 7 *Car.*

April 8. *Car.* and if ſuit hath priority here, to reverſe a ſentence in the ſpiritual Court, and in *Mich.* 3 *Car.* my Lord allows twenty Marks for money detained in the ſame cauſe.

Comes Pembroke contra Zouch, a Legacy decreed in *Mich.* 7 *Car.*

Holme contra Fletcher, concerning a Legacy, in *Mich* 2 *Car.*

Vitner contra Pix, a Legacy given to a Daughter, upon condition, that ſhe ſhould behave her ſelf dutifull towards her Mother, ſhe married without the conſent of her Mother, whether this be a Breach of Condition to avoid the Portion, in 14 *Car.*

Legatee. 97.

Legatee. *Washy contra Johnſon*, how far a Releaſe ſhall bind Legatees, when they know not the Eſtate, in 14 *Car.*

Lunatique. 98.

Lunatique *Bonner contra Thwaits*, the Court will not retain a Bill to examine point of Lunacy, 10 *Jac. li. B. fo.* 358.

Thomas contra Howorth, a Lunatique to Anſwer by his friend, in *Mich.* 15 *Car.*

Marriage.

Marriage. *Windham* being a Widow, had a Judicial Order, and a Commission to make proofs, and after she married, no Bill of Revivor needed, *Pasch.* 37 *Eliz.*

Leech contra Radford, concerning casual Matches, in *Trin.* 7 *Car. Regis.*

100. *Mistaking.*

Mistaking. The mistaking of a name of a Corporation holpen in Equity. Lord *Audley contra Sidenham*, *in* 32 & 33 *Eliz. fo.* 251.

But *Willis* and *Sprint contra* 19 *Junii*, 33 *Eliz.* & *Brooke* & *Daniel*, 38 & 39 *Eliz.* holpen. *Pawlet contra Frie*, 26 *Maii*, 42 *Eliz.*

Goodfellow contra Morris, the mistaking of a name in a Conveyance (being heir-male) holpen, and lands to pass according to the intent of the party, in the latter end of *Mich.* Term, 16 *Jac. li. A. fo.* 350.

Mistaking by the Clerk amended according to the Record, *Inter Culpepper & Decanum & Coll' Winton*, *in* 4 & 5 *Edward* 6. *fo.* 440.

Bleverhasset contra Fuller, the Plaintiff makes a Lease of lands to the Defendant, with a meaning, that all Woods growing thereupon, should be excepted, saving for necessary boots, but by the mista-

miſtaking of the Clerk, in putting in (hereafter excepted) where there was no exception afterwards excepted. Whereupon the Defendant cuts down the Woods, yet ordered to be ſtayed, in 37 *Eliz. fo.* 746. & 828. *li. A.*

Griffin contra Sayer, the Plaintiff became ſurety for the Defendant to one *Buck*, in a Bond of one hundred pounds, and the Defendant giving a Counterbond, to ſave the Plaintiff harmleſs of a Bond of two hundred pounds, whereby, by the miſtaking, the Counterbond was void by law, yet relieved here, *li. A.* 10 & 11 *Jac. fo.* 890.

Orrell contra Leeke, concerning a miſtaking of a power, yet made good to the Leſſee, in 20 *Junii*, 6 *Jac.*

Comitiſſa Oxon' contra Stanhop, where a power is miſtaken or miſ-recited, relieved here, *Trin.* 8 *Car.*

The word (Heir) left out in the clauſe of a Reſervation, ſupplyed in equity. *July* 1606. *Baildon contra Church.*

Thorpe contra Jackſon, miſpriſion in a Counterbond, 13 *Eliz. fo.* 193.

Mortgager, Mortgagee.

The money paid upon Mortgage, the Mortgager ſueth to have the deed again, and not admitted, becauſe then he may Mortgager Mortgagee

charge the Mortgagee for profit paſt. *Langford contra Comit' Salop'.* 38 & 39 *Eliz.* & 4 *Eliz.*

Hanmer contra Lochard, a Mortgager relieved after the day of Redemption, notwithſtanding it was in Infants hands, and a Purchaſe, *Trin.* 10 *Jac. li. B. fo.* 1000.

Ball contra Spane, 10 *Jac fo.* 1151.

Chanticleere contra Micheton, *in* 27 & 28 *Eliz. li. A.* notwithſtanding the Mortgage, lands were alledged to be, *&c.*

Beal contra Bradford, 15 or 16 *Jac. l. f.* 229.

Holman contra Vaux, about 13 *Jac.* the Mortgagee to accompt for the profits received, & for the uſe of thoſe profits.

Mortgage money whether ſhall go to the Executor or Heir.

Popham contra Hinton, about 3 or 2 *Car.* and in 21 *Jac.*

Maynard contra Middleton, *in* Hill. 7 *Car.* & *Paſch.* 8 *Car.*

Pell contra Blewet, concerning a Mortgage, and how the Mortgagee ſhall accompt for profits received, and what caſualties ſhall be allowed, and whether any, in 6 *Car. lib. B.*

Mortgager & Mortgagee, (during the Mortgage) contracts with another, the Mortgagee had notice, if the Moiety be paid by a ſtranger. *Hatton contra Prince*, 24 *Eliz. Wallet contra Lewknor.*

Bacon

Bacon contra Bacon, the Court will relieve a Mortgage to the tenth generation, though the Purchaſor had no notice, becauſe it is ſuppoſed that he cannot purchaſe, but it muſt be derived from the Mortgage, and in ſome caſes, where the Mortgagee will ſuddenly beſtow unneceſſary Coſts upon the mortgaged lands, of purpoſe to clogg the lands, to prevent the Mortgagers redemption, my Lords Declaration in *Churchills* note, in 15 *Car.*

Mortgage. 101.

Barnaby contra Greene, the Plaintiff mortgaged lands to the Defendant, which was forfeited, and a Statute for performance of the Bargain, ordered to be reaſſured, and Statute to be redelivered, 9 *Jac. li. A. fo.* 218. & 160. Mortgage.

The Court decreed money to the Plaintiff againſt the Defendant, albeit he had Judgement and Execution, being upon the point of uſurious Contract, and a Leaſe being become forfeited, and the Mortgagee deviſed the ſame to Infants. The Court was of opinion, that the Plaintiff ſhould have it again paying the money. *Langford & Barnard*, 37 *Eliz.* & 28.

Aſh contra Wood, & *Maynard contra*

Middleton, a Citizen having a Mortgage forfeited to him, ſhall be put to the Divident, and not to the Heir, 7 *Car.*

St. John contra Grobham, decreed to the heir, *Trin.* 11 *Car.*

Chapman contra Porter, with adviſe of Judges, about *Mich.* 17 *Jac.*

Landen contra Cotton, *in Paſch.* 13 *Car.*

Bromley contra Dorell, a Mortgage forfeited twenty four years ſince, Demurred, yet over-ruled.

Thetford contra Parr, 8 *Car.*

Thetford contra Rowe, *& Rowe contra Thetford*, *in* 10 *Car. li. B. fo.* 210. after thirty years.

Flee contra Drake, about 10 *Car.* where in caſe of an Infant, *&c.*

Harbert contra Benion, 14 *Car.*

Keeble contra Powell, notwithſtanding lands forfeited, and a Releaſe Mortgage relieved, in *Mich.* 2 *Car.*

Keeble contra Mortgages forfeited and releaſed, yet to pay full value, or to re-aſſure the land, in 13 *Car.*

Newborough contra Freake, *in* 40 *Eliz.* diſmiſſed in 7 *Car.*

Fitzherbert contra Leech, *Mich.* 14 *Car.*

White contra Pigion, a Demurrer, becauſe the Bill is to be relieved for a Mort-

Mortgage after 41 years, but in respect there was a promise to be redeemed after 27 years, in *Trin.* 15 *Car.* relieved.

Money. 103.

Prat contra Awborne, Money delivered out of Court in nature of a Sequestration, 3 *Car.* Money.

With contra Page, the Money after Execution, to remain in the Sheriffs hands till the hearing, *Hill.* 8 *Car.*

Ladkin contra Sackvile, Money decreed to be delivered to the Plaintiff out of other mens hands, in the nature of a Sequestration, 11 *Car.*

Carew contra Peniston & Hales, if Money be let out without expression of interest, shall pay none, but if the Trustee let it out to supposed able men (though they fail) will not charge the Trustee for no more, then he received, in 13 *Car.*

Pool contra Harrington, Money by consent of the Husband, put forth for the use of the Wife, and gives power she shall dispose thereof accordingly, but not allowed, in *Mich.* 14 *Car.*

Ne Exeat Regnum.

Ne Exeat Regnum awarded by this Court, at the suit of men in suit between party and party. *Ne Exeat Regnum* awarded.

Welby contra Welby, *in Trin.* 19 *Jac.* *fo.* 1159.

Hasell

Haſell contra Badick, in 32 *Eliz. li. A. fo.* 442.

Lee contra Bower, Trin. 19 *Jac. li. A. fo.* 1155.

105. *Oathes.*

Oath. *Weldon contra James, in Mich.* 14 *Car.* A man may depoſe for ſmall diſburſments which he cannot make proof of.

106. *Orders.*

Order. One holpen in Equity to that whereof he was in law barred by his own act. *Tamworth contra Tamworth*, the Rent ſuſpended by an Entry, and in Equity, ordered to be paid about 30 or 31 *Eliz.*

Price contra Lloyd, about 16 *Jac.*

About 2 *Car. Carew & Gill*, a Fine ingroſſed before (*Quid Juris clamat*) and yet was ſtayd about the ſame time.

Hallitey contra in 2 *Car.* The Defendant hath pleaded *Non eſt factum* at law to a Bond of 400 pounds for payment of fourſcore pounds, which paſſed for the Defendant, the Plaintiff ſurmiſes, that after tryal the Defendant promiſed payment of the eighty pounds, and the matter was retained, but the order for it was not entred, but it is in my note of 35 *Eliz.* 18 *Maii, Sutton contra Sutton.*

Welbie contra Ap-Rice, the Court doth order, that the Plaintiff and Defendant ſhall

ſhall be examined for diſcovery after or before hearing, in *Maii* 37. & 38. *Eliz. fo.*176.

Maſcall contra Shelley, it was ordered, that the Defendant ſhould pay unto one *Mathew*, money, who died before payment, yet the Defendant ſhould pay it to his Executors according to the former Order. 11 & 12 *Eliz. fo.*176.

Major & Jurats de Feverſham contra Dominam Amcoats, the Defendant ordered (being Tenant for life) to be examined for making known, to whom the Reverſion of the Lands in queſtion were to paſs, which if ſhe refuſe, then the parties to proceed in ſuit, notwithſtanding her preſent eſtate, in 11 & 12 *Eliz. fo.*292.

Wilkinſon contra Deane, *Mich.* 2 *Car. li. B. fo.*88. the Court ordered and decreed, that the Defendant ſhould perfect the Aſſurance intended in a paper draught, being that ſhe refuſed, in 12 & 13 *Eliz. li. A fo.*55.

Inter Sherwood & Corbin, & *Tomlinſon contra Golding*, 11 *Jac. li. A. fo.*672. or 762. & *Shapcot contra Dowriſh*, *Trin.* 17 *Jac.*

Errington contra Fenwick, the Defendant ordered to pay a rent charge to the Plain-

Plaintiff, 8 *Nov. in* 7 *Jac.* but becauſe the lands out of which the Annuity iſſued, was in Infants hands, could nor ought to pay it, in *Mich.* 9 *Jac. li. A fo.* 214.

Auſten contra Cheney, (a third perſon intereſſed, but no party to the Bill) proſecuteth ſuit at law for the matter in queſtion, ordered to be made a party to that Bill, and ſuits to ſtay in the mean time, *Trin.* 16 *Jac li. B. fo.*

Fiſher contra Grivell, the Defendant ordered to paſs lands, after time of demand paſt, 4 *Jac li. B fo.* 90.

Mullins contra Southked, an Order againſt an Infant, and when he came to age, ordered to perform it, *Trin* 27 *Jac.*

Wadham contra Mogg, the heir ordered to perform a Decree made againſt him in his minority, in 37 *Eliz. li. A fo.* 489. there is another in 2 *Car.*

Lupton contra Harman, an Order to ſtay the money in the Sheriffs hands, and to be re-delivered out of the Defendants hands, *Paſch* 16 *Jac. li. B. fo.* 869.

Edmunds contra Edmunds, the Defendant would have the Cauſe diſmiſt, becauſe it concerns the probate of a Will, but in reſpect the Will was made to the diſ-inheriſon of the Plaintiff of lands, as well as of goods, it is ordered to be exa-

examined here, in 12 *Jac li. B fo.* 404.

Perriman contra Speccott, Hill. or *Mich.* 6 *Car.*

Manning contra Freake, becauſe the matter is of a penal and criminal nature, allowed for good, *Mich.* 15 *Car.*

Holme contra Ailoff, a *forma pauperis* for ſcandal to pay Coſts, 6 *Car. li. B.*

Higham contra Ladd, died before livery and ſeiſin, and before aſſurance perfected ordered to be perfected, *Paſ.* 7 *Ca.*

Allen contra Elborough, ordered to ſtay execution upon an Action of the Caſe, 13 *Car.*

Haddon, a man ordered to procure his Wife to levy a Fine, and to enter into a new Bond of 500 pounds, becauſe the old Bond was worth nothing, upon the miſtaking of the writer, 10 *Ja. l. B. f.* 101.

Bayliff contra Longworth, in the Dutchy Court a note under the Plaintiffs hand, Ordered againſt an occupant, in 15 *Jac.*

Harcourt contra Roberts, a dumb man, Ordered to Anſwer upon Interrogatories by Mr. *Colcheſter*, *in* 14 *Car.* A dumb man to anſwer.

Taylor contra Hooe, the Defendant would not admit the Plaintiff to his Coppyhold, for that the Plaintiff committed a Forfeiture in cutting down woods upon the copihold, the defendant

Ordered

Ordered to admit the Plaintiff, Tenant, for that the Defendant could not prove, that the ſame was done by the Plaintiffs directions, but by a Tenant in 25 *Eliz. li. B. fo.* 78.

Finches firſt Preſident he made.

Pears contra Trelawney, A tryal upon a *Quare Impedit*, upon point of Simony, which is *pro hac vice*, the Defendant grants away the next avoidance, the Plaintiff coming upon the Kings title, deſires to ſtay multiplicity of ſuits, and to have a ſettlement according to the firſt tryal, Ordered that there ſhall be no new tryal, in *Mich.* 15 *Car.*

Quare impedit.

Cobb contra Cobb, the meaning of a Will, Ordered to be performed contrary to the general words in a Feoffement, in 36 *Eliz.*

107. *Opinion.*

Opinion Equity doth yield to Law.

The Lord *Bromley* was of Opinion in *Caudge* and *Lawyers* caſe, 24 *Eliz.* that the land ſhould go as the law had ſetled it, and conſcience ſhould be ſupplyed with money.

Ellis contra Baſtwick, *Eliz. li. A. fo.* 537. the contrary.

The Opinion of the Court was, the Plaintiff having but a promiſe, could have no Decree for the land, yet it might be decreed, that the Defendant might

might assure the land, *Ferne contra Bullock*, decreed upon a promise, and ten shillings in band to assure, in *Nov.* 9 *Jac.*

Dom Buckhurst contra Fenner, question whether writings comprehending Warranties, may by law be demanded, being brother and heir to the Lady *Dacres*, against the Defendant, to the custody of, she being her Executor, she in her life-time committing the keys of the Chests where the Evidences lay, they the Defendants being in possession of the same, and claiming the Mannor and lands, which they conceive to be devised, and conveyed unto them by the said Lady, the Judges hold and are of opinion, they belong to the Plaintiff, in 37 *Eliz. li. A fo.* 853. & 39 *Eliz. li. A. fo.* 775.

Whether writings containing Warranties belong to the Executor or heir.

Utlawed.

Grevill contra Bancks, 4 *Jac. li. B. fo.* 69. the Plaintiff being utlawed, not admitted to sue.

109. Utlawed not admitted to sue.

Utlawries.

Utlawries.

Whitney contra Strachey, Utlawries must be pleaded all at one time, or otherwise compelled to answer, in *Mich.* or *Hill.* 5 *Car.*

Edwards contra Plowden, if the Plaintiff hath conveyed to the Defendant for pay-

payment, of which the Defendant pleadeth Utlawry, then the Defendant ordered to Anſwer, *Paſch. 5 Car. li. A. fo.* 888.

Kingſton contra Pinchard, Mich. 10 *Car.* pleaded at his own ſuit.

Preden contra Dom' Mohune, no advantage to be taken npon the Utlawry of a ſtranger, 7 *Car fo.* 169.

William contra Gold, concerning Utlawries at ſtrangers ſuit, 7 *Car.*

Trion contra Brocas, becauſe the Utlawry was before the laſt general pardon, not to be pleaded, 7 *Car.*

Hemmings contra Davers, an Utlawry being pleaded at the Defendants own ſuit, over-ruled, in 8 *Car.*

Kingſton contra Pritchard, 10 *Car.*

Spry contra Coryton, Utlawries overruled, in 10 *Car.*

ii*o.* *Offices.*

Office. An Office of Town-Clark without Patent decreed for life, *Corp' & Major de Lincolne, Paſch.* 30 *Eliz.*

iii. *Parſon.*

Parſon ordered to reſign his Benefice. *Everard contra Bourcher*, a Parſon inſtituted and inducted by a wrong title by a common perſon, ordered to reſign at the Kings ſuit, and the King preſented, 8 *Car. & Attorney Generall contra Smith, Mich.* 163 2.

Holmes

Holmes contra Conway, a Patron let his Parſonage by Leaſe, in 15 *Jac.*

Harding contra Weedon, my Lords Declaration, that he will not bind a Parſons ſucceſſor, where the conſent doth not improve his Tythes in kind, in *Paſc.* 15 *Car.* Not to be bound by his Predeceſſors act or conſent.

Stubbey contra Stubbey, in Mich. 2. Car.

Paſture.

Brook contra Denton, Mich. or *Hill* 9 *Ca.* antient paſture not to be plowed up. 112. Paſture antient not to be plowed up.

Atkins contra Temple, in 2 & 3 *Car.*

Dom. Howard contra Ridler, a Decree for ſtaying of plowing up antient Paſture ground, in *Paſch.* 19 *Jac. li. A. fo.* 878.

Ewens contra May, Mich. 22. *Jac.*

Sheldon contra Dormer. April 14 *Jac.*

Treſham contra Gerrard, Hill. 2 *Car.*

A Joyntreſs reſtrained from plowing up of antient paſture grounds.

Packer contra Dom. Newell, Joynture lands being good lands, and not plowed within 40 years, ſtayed by Injunction, 6 *Car. li. B.*

Gurnard contra Dom. Eyres, Look into about 8 *Car.* concerning plowing up of paſture of what nature.

Walrond contra Gold, 12 *Car.*

Rolls contra Miller, and to ſhew cauſe

why ſhould not lay down that was plowed in *Mich.* 15 *Car.*

Sill contra Mole, a reſtraint from plowing of land worth 5 ſhillings an Acre, being antient warren, though diſputable here, about 6 *Car.*

Parcell or not parcell determined here.

Parcell.

Egerton contra Egerton, by the opinion of the Judges parcell or no parcell determinable here where the Bill is not ſimple parcell.

Tatterſal contra Dalton, upon turning of water lying in two Counties, about 11 *Car.*

Hobby contra Bonby, though parcel or not parcel fit for law, yet no news to ſettle things according to proof, and a Commiſſion awarded accordingly, *Paſch.* 2 or 3 *Car.*

Hetley contra Com. Suff. parcell or not parcell over-ruled upon the Demurrer, and decreed in *Paſch.* 12 *Car.* Mr. *Pages*, report.

Pannage.

114. Pannage.

Pannage was diſmiſſed, the Leſſor, felled the trees, that felling in Equitie is to be ſtaid ſo far, as the Pannage may not be taken away 1593. Lord Marqueſs *contra Corham* 36 *Eliz.*

Plaintiff.

My Lords order and opinion, the Plain-

Plaintiff may examine, and have publication within 14 days, after the return of the *Certiorari* to pray the ſurmiſes, and give the Court Juriſdiction, but the Defendant is not to examine or publiſh any to diſprove it. And if upon the Plaintiffs proofs it be reteyned, then the Plaintiff and Defendant may examine orderly touching the body of the cauſe, and have publication according to the rules, and though the Defendant examine as ſoon as the Anſwer, yet ſhall not they be publiſhed, but in ordinary courſe, *Checkey & Allen.*

115. Plaintiff may examine and have publication within 14 days after return of the *Certiorari.*

Lambert contra Lambert, the Plaintiff is to be examined upon Interrogatories, 12 & 13 *Eliz. fo.* 380.

Kent contra Benham, to examine the Plaintiff at the hearing of the Cauſe. *Paſch.* 6 *Car.*

Drury contra Drury, the Plaintiff examined as a Witneſs in a Cauſe, and after becomes Plaintiff for the Intereſt in that buſineſs, allowed and not to be ſuppreſſed, about 9 *Car.*

Smith contra Gabry, the Plaintiff releaſed out of priſon, though deteyned at other mens ſuits, becauſe he was arreſted when he was going about his buſineſs or ſuit in Chancery, 8 *Car.*

Maior Briſtoll contra Whitſon, the Plaintiff examined as a witneſs, 8 *Car.*

Allen contra Allen, in Trin. 15 *Car.* the Plaintiff relieved for a debt againſt an heire in taile, and poſſeſſion, to be eſtabliſhed with the Plaintiff till the heir in taile recover at law.

116. Perpetuity.

Perpetuity.

Pool contra Pool, the Court doth not allow of Perpetuities, nor of ſtatutes to warrant them, *Paſch.* 5 *Jac. li. B. fo.* 619.

Bacon contra Smith, 12 *Jac.*

Hunt contra Bancroft, 14 *Jac. Hill. & Mich.* 15 *Jac. fo.* 455. & 883. *li. B. & Paſch.* 16. *Jac.*

Hooe contra Arnold & al', about 17 *Jac.* the contrary.

Poſſibility.

117. Poſſibility relieved

Romney contra Garnons & al', a Conveyance made to the Defendant to uſes, & to their heirs, for want of iſſue, then to ſuch child or Children of *Eliz.* (one of them to whom the uſe was limited) begotten of her former Husband, being the plaintiffs Father, they to whom the uſe is limited dye without iſſue, and before their death, did grant and deviſe the lands ſo in uſe to the Plaintiff. It was thought good and decreed for the Plaintiff, it being but a poſſibility in them;

them, and contrary to the words of the first intail and grant, being limited to the Children, in 37 *Eliz. li. A fo.* 286. & 949.

Povey contra Barker a Demurrer, because a possibility cannot be disposed of over-ruled notwithstanding a Decree in the Marches. 9 *Car.*

Though possibility cannot by law be disposed of, yet by equity. 118.

Decreed here notwithstanding a Decree in the Marches.

Possession.

Delahay & Pottenden, Mich. 39 & 40 *Eliz.* Possession as at time of *Subpana* served.

Rowswell contra English, Trin. 16. *Jac.*

Le Stationers London contra Simcox, the Court establisheth Possession until Eviction at law against a Patent, *Mic.* 7. *Car*

Pleydall cont' Prettiman, Mich 12 *Car.* No advantage to be taken by unity of possession at law, being point of common, and after a tryal, a Commission to issue out of Chancery.

Wild contra Sliford, the Judges Certificate.

Berd contra Dormer, the Lord Keepers difference concerning unity of possession when it continued in the Abbots hand, in *Trin.* 15 *Car.*

Possession.

119. Plea forraigne.

Plea.

Yelverton contra Burtow, 1594. to be ſworn to it, and to put in a Plea not forraigne.

Priviledge.

118. Priviledged places over-ruled.

Caſes againſt the Court of Chancery for Priviledged places, and for the County Palatine of *Cheſter* over-ruled.

Hulſt contra Daniel, *Mich.* or *Hill.* 5 *Car. li. A.*

Dom. Morley contra Martin, 25 *Eliz.*

Brereten contra Donne, 24 *Eliz.*

Egerton contra Comitem Darbie, determined here, yet decreed there, in 11 *Jac.*

Inter Swinnerton quer. contra *Savage*, Defendant; It was ordered, that in reſpect the ſuit depended there, that the cauſe ſhould be determined there in 37 *H.* 8.

Pope contra Thatcher, *in Paſch.* 2. *Car.*

Croker contra Holme, diſmiſſed in 22 & 23 *Eliz. li. A fo.* 520.

Nevill contra Nevill, 26 *Eliz. li. A. fo.* 329 in the Dutchie over-ruled, between *Barnard* and *Langley*, 9 *Car.*

Oxford. *Beare contra Stockhall*, the matter remitted to be tryed at *Oxford*, *in* 1 & 2 *Phil.* & *Ma.*

Davis contra Corpus Chriſti, *Mic.* 19 *Jac.*

Huntley contra Henney, 4 *Jac. li. B. fo.* 303.

Cotte-

Cotterel contra Standish, Pasch. or *Trin.* 12 *Jac.* or *Hill. l. B. fo.* 925.

Wingfield contra Fleetwood, in 21. *Eliz. li. A.* 137. *li. B.* 138.

Bent contra Oldfield, Pasch. 1 *Car. li. B. fo.* 1044.

Priviledges of Chancery against the Cinque-Ports. Against the Cinque-ports.

Brown contra Biggs, about 36 *Eliz.*

Merwithie contra Johnson, Mich. 44 *Eliz. li. A. fo* 35.

Hilton contra Lawson, 2 *Eliz. li. A. fo.* 199.

Smith contra Delves, Mich. 2 *Jac. li. A. fo* 133. *Chester.*

Starkey contra Starkey, a Report in *Mich.* or *Hill.* 16 *Jac.*

Langham contra Beachampe, the Defendant committed because he would not answer, the land lying in the cinque-ports, 40 *Eliz.*

Fitton cont' Fitton, & Wrenham 13 *Car.*

Fenwick contra Barnard, Julii 10 *Car.*

Stannary Court priviledged. *Stannary.*

Daw contra Derry, Trin. 23 *Eliz. li. A. fo.* 477.

Trewynard contra Killigrew, 4 & 5 *Eliz. fo.* 287.

Dutchie Court of *Lancaster.*

Hulst contra Daniel, Mich. 5 or 6 *Car.*

contra pauperes de Wogſton, the Court will not hold Plea againſt the Dutchie Court of *Lancaſter*, in 10 *Eliz. li. B. fo.* 853.

Proceſs into Cinque Ports, and touching priviledged places, as alſo into County Palatines.

No Checquer-man hath priviledge againſt a *Subpœna*, *Tuke con' Clark in* 3 *Car. Gulielm. contra Welſh*, for a Cauſe between parties where the Queens Intereſt cometh not in queſtion, *Trin.* 36 *Eliz.*

Cutts contra Peters, 23. *Ap.* 28 *Eliz. li. A. fo.* 403. Exchequer-man not priviledged but to Anſwer.

Equivolentis to have priviledge, & not every ſervant. *Putton con' Green Tri.* 36 *El.*

Brown contra Riggs, a Demurrer overruled about 34 or 35 *Eliz.*

Blackley contra Laneſton, a *Corpus cum cauſa* to remove the Plaintiff out of the Cinque-Ports, *Paſch.* 4 & 5 *Eliz.*

Langham contra Beckham, *Trin.* 40 *Eliz.* & 41 *li. A.* & 34. *li. A* & 40.

Cinque-Ports priviledged againſt Chancery.

Hudſon contra Taylor, 41 *El. li. A. fo.* 147. *pro Chancery.*

Shutterton contra Nevil, 34 *Eliz. li. B. fo.* 249.

Franck-

Francklin cont' White, 41. *El. li. B. fo.* 726

Cinque-ports over ruled.

Harbie contra Saltonſtall, in 5 *Feb.* 1. & 3 *Jac.*

An Injunction out of the Exchequer diſallowed, and the party which procured it ſent for it by a Purſivant, becauſe her Majeſties Revenue not in queſtion here, *Hartopp contra Hartopp*, in 1594.

Ellords widow claymed her priviledge becauſe her Husband was priviledged, and if it were for her Husbands act, it was holden cleer that ſhe ſhould be priviledged, but this was for her own act, and yet *hac vice* priviledged.

Lloyd contra Lloyd, Paſch 35 *Eliz.* but this is no order to priviledge others, in *li. A.*

Barkley contra Huſſey, the Defendant not allowed his priviledge, becauſe his wife joyned with him, 21 *Nov.* 32. *Eliz.*

Oxford priviledged againſt *Chancery.*

Hopper contra Eaſtmond, 1587, *in* 33 *Eliz. li. A. fo.* 21.

Onewry contra Glaſier, Trin. 1588.

White con' Howger, in 17 & 18 *Eliz. li. A.*

Over-ruled between *Horwood contra Smith, in Mich.* 12 *Jac. li. B. fo.* 308.

Court of Requeſts not allowed Priviledge here, *Garnons contra Maddox*, 39 *Eliz.*

County

County Palatine of Cheſter.

Any dwelling there, muſt appear upon the Proces, and plead their Priviledge, by the Maſter of the Rolls opinion, in *Herendens* Caſe in 36 & 37. *Eliz.*

Chancery priviledge.

Priviledge in Chancery.

In what caſes the Chancery doth priviledge.

The Defendant coming to execute a Commiſſion was arreſted, and had a *Corpus cum Cauſa*, and ſet him at liberty, *Jackſon contra Vaughan, Trin.* 23 *Eliz.*

Fowler contra Ayhurſt, removed from *Rocheſter, in* 22 *El. li. B. fo.* 557.

The Plaintiff arreſted when he came up to examine Witneſſes, and diſcharged by *Superſedeas* of Priviledge, *Barnardiſton contra Bawd, Trin* 1591. or 32 *Eliz. fo.* 738.

A Defendant coming up upon an Attachment would have had his priviledge againſt a Citation in the Arches, and had not, becauſe a Citation is no ſtay of his perſon. *Cook contra Dix, Paſch.* 30. *Eliz.*

Marſhal contra Moor, the Plaintiff coming up to follow his ſuit half a year after his Bill exhibited, was arreſted in *London*, and had his Priviledge 1588.

Hughes contra Middleton, in *Hillary* Term

Term, and paid coſts for the ſame, 4 & 5 *Car.*

Diggs being committed by the Court of Requeſts for not anſwering a Bill there, for the ſame matter for which he had a Bill here, had a *Corpus cum cauſa*, *in* 36 *Eliz. li. A. fo.* 539.

Becauſe Maſter *Bridgeman* ſerved a Clark in Maſter *Shugboroughs* Office, a Commandment from to ſtay here, he was committed to the Priſon of the Fleet, at the ſuit of *Carleton*, *Paſch.* 37 *El. li. A. fo.* 135.

Inter Carleton & Bridgman, with the opinion of the Court, that no Court can hinder the point of Equity of this Court.

Binion contra Thimble, *in Paſch.* 1632. or 1633. concerning the Priviledge of the Univerſity of *Oxon.*

Morgan contra Richardſon, *& al'*, the Plaintiff having a Writ of Priviledge was taken in Execution, ordered to go abroad by *Habeas Corpus*, and the party that arreſted him to be committed, about *Hill.* 17 or 18 *Jac.*

Johnſon contra Obbin, the Plaintiff delivered out of Execution, 12 & 13 *Eliz. fo.* 238 *li. A.*

Mathew contra Com' Arundell, a Demurrer,

murrer, because an Exchequer-man, over-ruled, 6 *Car. l. B.*

Welbore cont' Collins, concerning Kings Colledge in *Cambridge* over-ruled, 7 *Car*

Bancks Attorney Dom' Regis by Information, where an Inquisition was awarded to inquire of *Rooks* Estate in the Cinque-port of *Sandwich*, a Writ of seizure awarded about 11 *Car.*

Pepwell contra Goldsmiths London, an Attorney at Law joynes with another in Action, thereby to avoyd a priviledged man in this Court, the suit staid, and the Priviledge allowed, in 28 *Eliz. fo.* 247.

Adostin contra Thomas, though the Defendant, a Clerk in the court of requests, because the suit had priority there, Demurred in respect of that, and of Priviledge over-ruled, in *Hil.* 14 *Car.*

Partition.

121. Partition. In Equity where none by law.

Long contra Miller, *Mich.* 1594. An unequal Partition relieved here.

Speke the Plaintiff had one part, *Walrond* the Defendant another, and *Morgan* a Ward another, and *Walrond* overcharged *Speke*, and *Morgan* had his part set out by Commission, and no Partition could be had against *Walrond*, without making the Ward party to the writ, which

which he could not do during the Wards Minority, therefore thought meet the Plaintiff ſhould be holpen in Equity during the Minority, *Hil,* 40 *Eliz.*

Norſe contra Ludlow, a Decree that two Partners which have made an unequal diviſion, ſhould be divided into Equality, in 32 *Eliz li. A.fo.* 404.

Broughton contra Broughton, Hil 28 & 29 *Eliz li.B.fo.*264. whether a Partition made without writing, be good or not Quere.

Babb contra Dudeney, in Mich. 14 *Car.* the Court would not grant a Partition, the matter being but nine pound *per an. Norbury contra Tarbury,* otherwiſe, this is upon a Joyntenancy, in *Mich.* or *Hil.* 14 *Car.*

Windham contra Weare, 15 *Car.*

Poſſe Comitatus.

111. *Poſſe Comit'* awarded.

Sidenham contra Courtney, Poſſe Comit', awarded to be taken, 41 *Eli.li.B.fo.* 324.

Harrington contra Horton & Cox, about *Mich.*16 *Jac.li. A.fo.*9.

Proceſs.

113. Proceſs of Record.

All Proceſs that go in affirmance of the Recognizance muſt go into the ſame Country where the firſt *Scire facias* goeth, it is not ſo in theſe which go in diſ-

affir-

affirmance, *Haſelwood & White*, 30 *Eliz.*

No Clerks of this Court ſhall make out Proces of *Subpœna* againſt any to teſtifie before any Officer, unleſs it be before a Judge, or Commiſſioners warranted and authoriſed by this Court, to take examinations of Witneſſes, 11 & 12 *Eliz. li. A. fo.* 28.

Perjury.

124. Perjury pun ſhr. In the Judgment Roll 37 *H.* 8. between *Baskervile* and *Guilliams*, ſet on the Pillory for procuring Perjury in the Spiritual Court.

And 16 *Eliz. fo.* 17. between *Siderſon & Eaſtcourt.*

Bullen contra Bullen, 44 & 45 *Eliz. li. B. fo.* 170.

Freeborn contra Leaſure, in Trin. 20. *Jac. li. B. fo.*

Perjury to be examined here, *Halſe contra Brown*, notwithſtanding the Cauſe was diſmiſſed, 16 *Eliz. fo.* 401.

Puniſhed upon hearing. *Mound contra Culme*, 40 pounds Coſts given for Perjury, in *Mich.* 14 *Car.*

Proceedings.

125. Proceedings. The Court proceeds, becauſe the Defendant would not anſwer or appear, *Mich. cont'* Harry *in Mali* 39 *Eliz. fo.* 775.

Purchaſors.

126. Purchaſors favoured. *Vavaſor*, or *Waſerer contra Row, in* 33.

&

& 34 *Eliz.* the ſaid Plaintiff bought land of one who had no power to ſell, and moved, that if the Defendant ſhould be compelled to bring in the Leaſes, which might incumber the Plaintiffs purchaſe, then the plaintiff might bring in the antient Evidences which might diſcover, that he which ſold to the Plaintiff, had no power to ſell, the Court anſwered, that no aid ſhould be given to overthrow Purchaſes made *bona fide.*

Smith contra Killigrew, & Ognell, in 34 & 35 *Eliz. li. A. fo.*88. *Ognell* would have charged land purchaſed by the Plaintiff of *Killigrew*, by a former becauſe a Collateral, which grew after the Plaintiffs purchaſe, was not performed; It was thought no reaſon to load the land with heavy agreement, after *Smith's* purchaſe. *Hall contra Oſten.* 3 *Jac.* Not charged by any collateral Agreement after the ſale.

The Court would not ſtay a Purchaſor from felling of woods, though the Vendor had an Eſtate for life, *Tirringham contra Eyres.* 37 *Eliz.* and the Court would not bar him remedy at law, upon any evidence he could produce. Favoured. Buying land of Feoffees relieved though a Verdict at law againſt them.

Baniſter contra Brook, a man poſſeſſed of a Leaſe for 50 years, he dying inteſtate, the Wife Adminiſters, & makes a Feoffe-

Feoffement to her own use, a little before her Marriage with a second Husband, the Feoffees sell the land for valuable consideration, and was enjoyed many years accordingly; After the Wives death, the second Husband would avoid this purchase by reason of the use, the Court decreed that the Purchasors should enjoy it, notwithstanding a Verdict at law, in *Mich.* 17 *Jac. li. A. fo.* 413.

Relieved against breach of Condition.

Swan contra Rogers, Mich. 9 *Jac. li. A. fo* 305. the Court relieveth the Purchasor against a breach of Condition.

Burlace contra Burrell, in Pasch. 19 *Jac. li. B. fo* 1244. being a Purchasor.

Stonehouse contra Dell, the contrary in 10 *Jac. li. B fo* 274.

Buller contra Smith, in Trin. 15 *Car.*

Relieved against an antient statute.

Comes Pembroke contra Eyre, in 17 *Jac. li. B fo.* 863. a Purchasor relieved against an antient statute.

Stile cont' Michell. in Pasch. 19 *Jac. li. A.*

Dimmock contra Williams, in Mich. 16 *Jac. li. A fo.*

Warcroft contra Dom. Culpepper, in Mich. 15 *Jac. l. B. fo.* 244. relieved against antient Statutes.

Garfield contra Humble, in 16. *Jac.*

White contra Phillips, in Trin. 21 *Jac. li. B fo.* 768.

Standen

Standen cont' Bullock, the Plaintiff bought several Mannors of *Thomas Bullock* deceased, who (before the Plaintiffs purchase) had conveyed the same by Fine and recovery to the Defendant and his heirs males, which being done without consideration, was adjudged and decreed to the Plaintiff, in 38 *Eliz. li. A fo.* 713. & 42 *Eliz. li. B fo.* 289. Relieved against a Deed of Intaile.

The like between *Cheek contra Beamont in Hill.* 18 *Jac. fo* 775, & 1165. look for the final Order upon the Judges Certificate, Lands conveyed when sick in *Tr.* following.

Hurt contra Hurt, *Hill.* 12 *Jac. li.* B. *fo* 727.

Helam contra Colt in 9 *Car.*

Boll contra Hancock, *in Octob.* 11 *Jac.* A purchasor relieved against a statute. Relieved against statute upon a second Agreement.

Lister contra Harrison, a Purchasor relieved against a statute in 9 *Jac. li. B. fo.* 619. sought to be extended by a second Agreement after the Purchase.

Curson contra Blackall, the Father makes a voluntary Conveyance in tayl of lands, reserving an Estate for life, after sells the Woods upon the lands to a stranger, decreed that the Vendees of the Woods shall have the woods, Relieved against a voluntary conveyance.

notwithstanding the Conveyance of the lands, 25 *Jan.* 9 *Jac.*

Relieved against a stat. for performance of Covenants.

Chandler contra Dawtree, in 41 *Eliz. li. B fo.* 480, The opinion of the Court, that a statute for performance of Covenants, ought not to take away the possession of a Purchasor.

Dom. Burgh contra Wolf, an antient statute being against a Purchasor, though no direct proof on either side, decreed to be cancelled, in 11 *Jac. li. B*, 426.

Having no notice shall not be charged.

Maynard contra Panperes de East-Greensted, a purchasor that comes in without notice of a Rent-Charge, shall not be chargeable therewith, although given to a charitable use, *in* 6 *Car. li. B.*

Rutter contra Bartley, Purchasors relieved of a sleeping Mortgage, in *Mic.* 2 *Car.* *Comes Bristoll contra Hamond*, the Defendant would avoid a Lease against a purchasor upon proof that the Lease was made by one of *Non sanæ memoriæ*, and that point of parcell is determinable at Law, the Lease decreed, 9 *Car.*

Simeon contra Green, to help a defective deed, & take off incumbrances, as Statutes & Judgments subject to those lands being against a purchasor, in *Hil.* 10 *Car.*

Simeon cont' Cheriton, in Mich. 10 *Car. vel Jac.* a Statute set on foot 9 years after Decree to obvert it, stayd. *Mutis*

Mutts contra Com. Kancie, a Purchasor of a Lease, out of which a rent is issuing shall not be lyable, but th' Executor of the Will, 31 *Jan.* 9. *Jac.* this rent was without a clause of Distress, and the Executrix and her Trustee, sold away the Lease.

The like between *Nurton & Nurton*, 9 *Jac.*

Thornburgh contra Grobham, about 17 *Jac.* a Purchasor for a valuable consideration restrained from bringing an *Audita querela* upon pretence that a purchasor had levied moneys upon other securities. To prohibit a purchasor to bring *Audita querela*

Walton contra Lewkner, a man buyes land, knowing of a former Agreement, 11 *Mdii*, 12 *Car.*

Yeaveley contra Yeaveley, *in* 14 *Car.* Purchasors coming in *pendente lite* bound. 127.

Procedendo. *Procedendo* awarded, because the *Certiorari* had a long return.

Because *Certiorari* was made with a long return (skipping a Term) a *Procedendo* was awarded, *Ashley con' Godfer*, 36 *H.* 8. *fo.* 30. 128.

Promise. A remedy for a promise.

Where the Law cannot give a Lease, or a thing promised but damage, there is some cause for the Court to compell the party to perform the thing promised. *Brown cont' North, Waller cont' Salter, in Trin.* 8. *Jac. li. A.*

Ferne contra Bullock, Mich. 9 *Jac. li. A. fo.* 274. the Defendant promiſed to ſell the Plaintiff land, whereof ten ſhillings was given him, yet the defendant would not perform, yet he ſhould.

Clark contra Hackwell, in 3 *Jac. li. A. fo.* 596. 5 *l.* paid, Decreed.

Long contra Long, in 40 *Eliz. li. A. fo.* 360. or 369. the Defendant promiſed and agreed to aſſure Leaſes in Marriage with the Plaintiffs Daughters, who would not perform it, but Ordered.

To aſſure lands marriage ordered.

A man promiſeth to aſſure lands in conſideration of Marriage, but after the Marriage refuſeth, yet ordered, *Gerards* caſe, in 2 *Jac. li. A, fo.* 202.

Fox contra Fox, in 8 *Jac. li. B. fo.* 248.

Wroughton contra Stafford, to leave conſideration 13000. pounds at death, *Mich.* 21 *Jac.*

Hale contra Hicks, in Nov. 38 *Eliz.* a Copy.

Otway contra Hibblethwaite, upon a promiſe made by the defendant to paſs his lands unto him, was the cauſe of his marriage, but when the ſaid Defendant came to be old, conveyed away the ſame lands from the Plaintiff, contrary to his promiſe, the Plaintiff was relieved for part of the ſaid lands, 13 *Jul.* 11 *Jac.*

Butterſby

Battersby contra Promse, to pay Portions decreed in *Hill.* 5 *Car.*

Egerton contra Eldred, the Defendant promised to procure a Lease of certain lands for the plaintiff, from the Contractors, but passed the same to himself yet ordered and decreed that the same shall be passed to the plaintiff, according to the first agreement in *Feb.* 8 *Jac. June* 11 *Jac.* To procure a Lease to another, but made to himself, decreed against him.

Plaile contra Plaile, the Defendant promised to his Father, to assure certain Copy-hold lands to the plaintiff, but the Father dying before any surrender, denyed to assure the same, yet decreed he should, 21 *Maii.* 9 *Jac.*

Perry contra Peckham, in *Pasch.* 3. *Car.*

Longman contra Hopgood, concerning a promise in Marriage, *Hill.* 3. *Car. R. A. fo.* 633. and a Sequestration of lands for non-payment of mony.

Erby contra Evans, concerning a promise or bare agreement, in *Mich.* or *Hil.* 5 *Car.* Or bare agreement

Bancks contra Sheriff, promise left to the law, *Mich.* or *Hil.* 5 *Car.*

Clark con' Briers, in Iune 9 *Iac.* one relieved for a Lease for lives upon a promise.

Noble contra Washborn, to answer a promise, 5 *Car. li. A fo.* 461.

Russel contra Read, a promise of 500 l.

to make himself a Baronet, would not pay it, yet decreed about 5 or 6 *Car.*

Church contra Dom. Mordant, a promise to make a Lease in Marriage, decreed against a purchasor, in *Trin.* 2 *Car.*

By one Witness dismissed to law, but equity relieved.

Stadd contra Cason, a single Witness could not decree a promise, but referred to law, & then equity reserved, 10 *Car.*

119. Proof supplemental.

Proof.

Manser contra Fotherby, supplemental proof allowed of about 7 *Car.*

Wagstaffe contra Foliambe, the like in *Mich.* 5 *Car.*

130. *Quare impedit.*

Quare Impedit.

Comes Pembroke contra Bostock, a Bill to discover a patron, whereby to enable one to bring a *Quare Impedit*, ordered in 2 *Car.*

Peirs contra Trelawney, the Question being title of Advowson, and the Incumbent who had one Verdict (Simony or not Simony being the point) decreed the possession upon one Verdict, and staid *Quare Impedit*, in *Hill.* 15 *Car.*

Quid juris clamat.

A Fine ingrossed before *Quid Iuris*, the Tenants ordered to Attorne, *Hinsh contra Blaid, Blackwell & Eyre*, 36 *El. li. B. fo.* 10 *Et Roll contra Shute, in* 12 *Iac. l. B. fo.* 1375 *&* 13. *li. A fo.* 612.

Man-

Mancase cont' Clayton li. 8 *Iac. fo.*715. Arrerages of Rent to be paid.

Recompence.

131. Recompence for building and a promise. Fhr spoile committed.

Tooker contra Major Exon', in Mich. 16 *Iac.* It is for a recompence for a building and a promise.

Fellow contra Gibbons, the Defendant got a Lease away by craft, & cut down certain Woods to a great value, the land could not be recovered, but recompence for the spoyl committed thereupon, in *April* 11 *Iac.*

Recompence for building upon a voydable Lease, *antea inter Comes Oxon' & Neeth.*

Brown contra Bridges & Ley, a decree for Recompence of Wast done, in 32 *El. li. A. fo.*836. For wast done.

Re-extent.

131. Re-extent

A Re-extent awarded *antea, inter Chivers & Bampton.*

Recognizance.

134. Recognizance not inrolled 20 years. yet ordered to be inrolled.

A Recognizance without condition, in twenty years inrolled, yet upon Affidavit, (that he who acknowledged it was living) the Court ordered, that it should be inrolled about 40 *Eliz. fo.* 195. *inter Roll & Roll, & Long & Owen, eodem termino, fo.* 205. *li. A.* 11 & 12 *Eliz.*

Horſhall contra Folden, 6, 5, *vel* 8 *Iac.* A Recompence being antient, and no mony proved to be paid, was cancelled.

Bradſhaw contra Kinnerſley being without defeaſance, *Feb.* 10 *Iac.*

Linch contra Digby, concerning a Recognizance, in *Julii* 7 *Car.*

Mico contra Drake, a Recognizance to be Inrolled, which neglected by the negligence of the plaintiff, in 11 *Car.*

13. Recuſ. D.

Recuſant.

Leman contra Ree, the power of the ſtatute of 3 *Iac.* concerning a gift of preſentation when a Recuſant preſents in 7 *Car.* and likewiſe a Sequeſtration untill determined.

136. Releaſe.

Releaſe.

Denton contra Bolt, 11 & 12 *Eliz. li. A. fo.* 360. the plaintiff became bound in an Obligation to the Defendant, to deliver to a third perſon, a generall releaſe from *Alice Denton* his Mother, the Bond was not performed, yet relieved here.

By a feme covert.

Palmer contra Reynel 1000 *l.* Bond entred into to Feoffees, after (during coverture) releaſeth this Bond, yet the gift ſtands good, *Trin.* 14 *Car.*

of one adminiſtrator all not judic e e other.

Horner contra Barrel, notwithſtanding the Defendant pleaded the Statute of limitation, over-ruled, 6 *Car. li. B.* and a Releaſe

Releaſe of one Adminiſtrator not to prejudice the other.

Wilſon contra Grove, a Releaſe of an Eſtate being not known, relieved againſt an Executor, 7 *Car.* Of an Eſtate not known relieved.

Prieſtly contra Johnſon, the opinion of the Court, how far a Releaſe touching childrens portions ſhall bind, in 14 *Car.* For Portions how far ſhall bind.

Relief. 137.

Sir *Henry Lea* granted a Rent to *Crocker* and his aſſigns during *Peniſtons* life, *Crocker* dyed, making no Aſſignment and no Occupant without a Rent, *Crockers* ſon (to ſtay the penalty of his Fathers Bond made for payment of the Rent) was enforced to pay it, & ſought relief in equity againſt Sir *Henry Lea*, *Crocker & Penniſton*, *Hil.* 1590. Relief in equity where none in law.

Judgment and Execution had at law the Plaintiff preferred his Bill to be relieved, but diſmiſſed, and had no relief. *Farrington contra Wolwich*, 12 *El. fo.* 118. *Bolt con' Reignolds*, the like 12 *El. fo.* 129. After Judgment and execution at law no relief here.

Brewer contra Temblet, the Plaintiff was relieved of a promiſe, both for a Leaſe, and a perſonal eſtate, 13 & 14 *Eliz. li. B. fo.* 76.

Grove contra Preſton, the Plaintiff releived of a promiſe and Agreement, 4 *Iac. li. B. fo.* 54.

Standen

Standen contra Hickman, *in* 39 *Eliz. li. B. fo.* 86.

Points cont' Heusley, 38 *Eliz. li. A. fo.* 279.

Tregonwell contra Reeves, Relief of general words in a patent, against expres in another, 41 *El. li B fo.* 244.

Huet contra Hurston, no relief after Judgment in *Trin.* 17 *Jac. fo.* 909.

Dom. Crompton contra Bishop, the plaintiff is relieved against his own Act, in *Mich.* 8. *Iac. vel Car.*

Waller contra Waller, 16 *Iac.*

Woodward contra Alport, *in Hil.* 12 *Iac. fo.* 765. *li A.* the plaintiff seeketh to be relieved, for Brocage and Wares that were sold by cousenage.

Freeman contra Hugget, *Hill.* 16 *Iac.*

An heire dis-inherited by Fine passed yet relieved.

Lyde alias Ioyner contra Lyde, the Father by Fine passed, dis-inherited his heir, the Court ordered that the land should be re-assured, yet that the plaintiff should not sell the land to any, in case he dyed without issue, *Mich* 14 *Iac. fo.* 335. *& Trin.* following *li. B. fo* 1388.

The like betwixt *Hoskets contra Hillier*, *Pasch.* 17 *Iac. li. A fo.* 1025.

Salisbury contra Griffith & Owen, 10 *Iac. li. A fo.* 491 *&* 658.

Long contra Long, 18 *Iac. li. B fo.* 1730.

Hum-

Humphrey contra Humphrey, *Paſch.* 21. *Iac.* the contrary:

Herbert contra Lownes, *Hill.* 3 *Car.*

Warren contra Towler, the Court is of opinion, that the Plaintiff having ſuſpended his Rent, no reaſon but that the Deſendant ſhould deteyne it, by reaſon of the plaintiffs act, 31 *Eliz. fo.* 312. No Relief if a man have ſuſpended his rent.

Haley contra *in* 2 *Car.* the contrary.

Gayner contra Lucas, the Defendant had execution and Judgment upon two Recognizances and a Statute, amounting to 300 *l.* but in reſpect it was a ſleeping ſtatute, the Court ordered the Obligor to be diſcharged out of Execution, and the plaintiffs poſſeſſion of the lands to be delivered in 5 *Iac. l. A. fo.* 319.

Charnock contra Charnock, the Defendant acknowledged a Recognizance, which was taken away privately, the plaintiff had relief, either that the ſaid plaintiff ſhall have his mony, or elſe the Recognizance to be inrolled, 22 *Eliz. li. A.*

Tuck contra Pattiſon, the plaintiff relieved upon a promiſe againſt a Deed of purchaſe, there being ſome practiſe in the purchaſor, in *Ap.* 11 *Iac.* Of a promiſe againſt a Deed of purchaſe.

To place

Toplace contra Dickenſon, relief againſt an Occupant, 5 *Car. li. B.* 357.

Againſt his own Deed.

Manerighi contra Roberts, a man relieved againſt his own Deed the ſame being gotten by threats and practiſe, though the ſame be veſted in an Infant, and the purchaſor to become bound in Recognizance to aſſure it when, *&c.* in 10 *Iac.*

Jaques contra Huntley, if one neglect to inroll his Bargain and ſale, being his only aſſurance, and the bargainee bring an *Ejectione firme* againſt him, and hath Judgment, the Bargainee reſorts to Chancery (if not for land) yet for mony paid for it, 13 *July* 1599.

Dean contra Deane, relieved againſt a releaſe, about *anno* 3 *Car.*

For Dower or Joynture.

Smith contra Smith, 12 *Car.* a woman relieved for Dower or Joynture, notwithſtanding a Deed of intail.

Cuddington contra Hutton, a ſimple man drawn to make Leaſes, and to enter into Bonds, Relieved, in 8 *Jac. fo.* 905.

Againſt his own releaſe.

Sumner contra Tilling, the Plaintiff relieved againſt his own releaſe, being an ignorant perſon, 12 *Jac. li. A. fo.* 49.

Rent.

138. Chief rent.

Page contra Clark, a chief of 10 *s.* reteyned.

Burew

Barew contra Baucken, *Mich.* or *Hil.* 39. *Eliz. li. A. fo.* 473.

Drury contra 4 *Jac. li. B. fo.* 632. twelve pence in Court, being former Presidents shewed.

Cornwallis contra Brugton, *in* 38. *Eliz.* about *fo.* 199. *li. A.* 44. *Eliz. li. B fo.* 355.

Taylor contra Harborn 3 s. 6 d. 6 *Jac. li. B. fo.* 117.

Wincombe contra Presiden' Magdalen' Coll' Trin. 12 *Iac. li. B fo.* 1029.

Ferrers contra Newby & al', the Court allows seizin to a rent-seck, in 43 *Eliz. li. B. fo.* 736. Rent-seck

Provost contra Buckett, *in Feb.* 11 *Iac. li. B. fo.* 538. of 20 s. *per an.* decreed. Rent-seck decreed

Man contra Marker, omits rent, 1 *Car.*

Ingleby contra Wade, Contribution of a rent, 3 *Car. li. A. fo.* 108.

Lloyd contra Gwynn, to proportion a rent, in *Hil.* 5 *Car.* Proportioned.

Sutton contra Wright, concerning an Annuity or rent-charge to be paid by the executor, lands being not charged the Executor ordered to pay it, *Pasch.* 6 *Car. fo.* 507. To be paid by th'Executor. Adiudged mean profits.

Parsons contra Parsons, Rents of lands adjudged mean profits, in 8 *Car.* Demised to a charitable use carrieth land.

Lenner con' Lennington, in the Coun. of *Warwick*, a rent demised to a charitable use, carryeth the land in 8 *Car.* *Neale*

Being continued paid though no proof of endowment yet decreed.

Neale contra Lister, though there can be no proof of an endowment, but because of long poſſeſſion, and being preſentative, decreed to be enjoyned 9 *Car.* a caſe between *Grimes* and *Smith*, in the Exchequer Chamber, about 39 *Eliz.*

Judges opinion, a Rent paid for a long time (although no aſſurance could be produced) yet decreed to be paid.

Churchil cont' Brewer, in Hill. 10 *Car.* a rent charge decreed, though no evidence.

Cæſar contra Gater, concerning Rents which have been payd, by reaſon of a long conſtant payment, decreed 12 *Car.*

Extinguiſhed of rent relieved.

Halliley cont' Skarret, relieved againſt an Extinguiſhment of Rent, in *Mich.* 2 *Car.* &

Sheedon contra Gibbs, Mich. 2 *Car.*

Repriſe.

139. *Repriſe* what things are adjudged *ultra repriſe.*

Dom. Strode contra Co beit, 2 *Junii* 1632 Lords Rents, Reparations, and Tythes duties, are payable to the Kings Majeſty, Church-warden, and all other common, and annual charges and duties, declared to be *ultra Repriſes.*

Reſcous.

140. *Reſcous.*

The Attachment muſt be ſpecial, reciting the return of the Reſcous the ſame Term. *Alchurch contra Bold* 37 *Eliz.*

Reſti-

Reſtitution.

142. Reſtitution after Judgement and execution.

After Judgment and Execution, the Defendant ordered to reſtore 25 *l. Some contra Portell*, 30 *Eliz.*

Moor contra Taylor, the like the year before.

Walter contra Francis, 4 *Jac. li. B. f.* 633

Reſolution.

143. Reſolutions upon the ſtatute of the poor. *Sur Audita querela.*

Les Reſolutions Popham & Anderſon ſuper ſtatut. 39, *pauperum*, 41 *El. li. A. fo.* 102, *Opinio de Judges ſur Audita querela, & opinio de le Court ſur ceo in* 31, 32 & 33, *Eliz.*

Revocation.

144. Concerning a point of revocation when ſick.

Eyre contra Wortley, concerning a point of Revocation, when one is ſick and holding up his hands, and Certificate thereupon, and a Demurrer overruled for matter of Legacy.

Review.

145. Review of a Decree upon putting in of ſecurity.

Cock contra Hobb, a Review of a Decree allowed upon putting in ſecurity, *Hil.* 132. *Et Hall & Hobb, Hill.* 1632.

Revivors.

145. Revivors.

Maſter *Cecill* and the Lady *Roſs* his Wife joyned in a Bill againſt the Earl of *Rutland*, for 200 *l.* arrerages by year to her due, ſhe dyed before hearing, he after her death, exhibited a Bill of Revivor, and ſerved Proces to hear Judgement

ment, yet upon an objection, that the Defendant should first have been called to answer, the hearing was put off 1591.

No appearance or Oath needs to a Bill of Revivor, 25 *Nov.* 35 *Eliz. Wolverston contra Darleston.*

An Assignee cannot revive a suit, *Haselwood contra Reynolds, in* 23 & 24 *Eliz.*

An Executor (his Testator dying after publication) could not be permitted to exhibit a new Bill to make further proofs, but was held to a Bill of Revivor, *Ferney contra Lawne*, 30 *Eliz.*

Windham being Widow, had a judicial order for the substance of the matter, and a Commission to make proofs, and after she married the Defendant, supposed it needed a Revivor, and ruled not, 37 *Eliz.*

146. Sallary for serving of a cure.

Sallary.

Daie contra Hampden, concerning Sallary for serving of a Cure, in *Pasc.* 3 *Car.*

147. *Scire fac'*

Scire facias.

Broughton contra Vicecom' Bindon, it was ordered that the Plaintiff might take out *Scire fac.* against the Defendant for not paying of mony according to an Order, in 12 & 13 *El. li. A. fo.* 162.

Scriveners

Scriveners Case. 148.

Huet contra Delafountaine, 20 *Jac.* one *Glover* having the setting forth of the Defendants money, to whom the Plaintiff paid the money again at a day, because the money was not paid to the Defendant, and the Scrivener breaking, the Defendant puts the Bond in suit, ordered to cancell the Bond, in *Hill.* 20 *Jac. li. B. fo.* 464. Scriveners Case.

White contra Hall, the Scriveners Case, in 14 *Car.*

Oxenbridge contra Whittacre & Dixon, *in* 14 *Car.*

Comes Ancoram contra Douglas, *in Mich.* 15 *Car.*

Middleton contra Johnson, *in* 14 *Car.*

Sequestration. 149.

Knightly contra Graunt, 25 *Jan.* 31 *Eliz. fo.* 329. The Tenants compelled to bring in their Rents in the Mannor of *A.* Sequestration to compel a man to perform an Order.

Nelson contra Cooper & Harecourt, Sequestrator, *in Mail*, 3 *Car. li. B. fo.* 1003. & 986.

Barker contra Shepheard, *in Hill.* 4 *Car. B. fo.* 120. & 660. For personal debt, and laid in Irons in the Fleet for not performance,

Eyre contra Wortley, about 3 *Car.*

Lakes contra Meares, after the Defendant was committed for not performance of a Decree, yet the Court ordered a Sequestration should be granted

to levy moneys of his in other mens hands, 18 *Nov.* 11 *Jac. li. A. fo.* 329. and he committed, because his Wife would not bring in Bonds after, but the chief order is in *May*, 10 *Jac. li. A. fo.* 353.

Lupton contra Harmon, concerning a Sequestration, in *Pasc. Trin. & Mich.* 16 *Jac.*

Maddox contra Prast, *in Pasch.* 5 *Car. Ancher & Frith*, 16 *Jac. eodem.*

Upon personal debts.

Roane contra Stepney, *in Mich.* 17 *Jac. li. B. fo.* 171. or *Pasch.* or *Trin. Anno* 18. Sequestration.

Copeland contra Mudd, a Sequestration granted of certain lands, for debts only, in 13 *Jac. li. B. fo.* 502. or thereabouts. *& Mich* 14 *Jac. li. B. fo.* 309.

Goslet contra upon an Extent, in 10 *Jac. li. A. fo.* 54.

Mullins contra Bawden, 13 *Jac. li. A.* Sequestration for money, both or Coppyhold and Freehold, *fo.* 105.

Prentice contra Roupe, *in Trin.* 17 *Jac. li. A. fo.* 1302. Sequestration for money decreed. And another between *Frith* and *Trion*, or *Anchor* and *Frith*, *in Jan.* 16. *Jac. li. A. fo.* 428. *&* 397.

Whrareby contra St. John, the Court wa inclined to grant a Sequestration for m ney from *Hill.* 37 *Eliz.* to *Trin.* 38 *El li. B.*

Cottle contra Brooke, *in Pasch.* 18 *Ja B. fo.* 1111.

Middleton contra Fawcet, Money grew due for Tythes, in *Mich.* 1 *Car.*

Eardly contra Eltonhead, a Sequestration for a Marriage portion, in 8 *Car.* the Decree was 15 or 17 *Jac.* Awarded for a Marriage portion.

Sollicitor. 150.

Wilson contra Grove, in *Trin.* 6 *Car. li. B. fo.* 626. a Sollicitor or Promotor, not to be examined as a Witness. Sollicitor or Promotor not examined as a witness.

Waserer contra Key, 36 *Eliz.* The Sollicitor of the Defendant ordered to serve a Proces upon his Clyent, because the Plaintiff could not find him

Stannaries. 151.

Davie contra Michell, the Stannaries, over-ruled here, in 25 *Eliz. li. B fo.* 65. Stannaries

Statute. 152.

Overman contra Wright, *Hill.* 17 *Jac. li. B. fo.* 807. a Statute extended upon a Bankrupts lands before the *liberate* filed, ordered to bring or stay the Statute, and likewise ordered to take the like Composition as other Creditors. Stat. extended upon a Bankrupts lands

Mathew contra West and others, in 37 *Eliz. li. A. fo.* 655 one *Knight* acknowledged a Statute to the Defendant and nother, not to alien or wast his land, d afterwards leased it to the Plaintiff, Statute being acknowledged in conration of Marriage, and now by rea- of the Lease so made, the Defendant

being the Survivor Conuzee extends the Statute, yet ordered in respect the Lease is no waste, the Conuzee not to receive any benefit by the said Statute.

Boswell contra Weddall, the Defendant ordered to Answer, notwithstanding a Demurrer put in upon the Statute of 21 *Jac.* the debt being demanded, being without specialty.

Extended. *Clethero contra Beckingham*, the Plaintiffs relieved against a Statute, and ordered to have the possession thereof, because the Extender had received his debt according to the yearly value, *Pasch* 21 *Jac. li. B. fo.* 951.

Extended at a low rate: ordered the Plaintiff to have them at the same rate. *Griffin contra Vellers & Leeson*, lands were extended upon a Statute for payment of money, the Plaintiff had those lands by order at the same rate the lands were extended, for payment of the Defendant, in 41 *Eliz. li. A. fo* 229.

Langham contra Whetcombe, 6 *Car. li. B.* a Demurrer upon the Statute of limitation maintained.

Of limitation allowed upon some reasons. *Lanymare contra Thorpe*, *in Mich.* 15 *Car.* Statute of limitation pleaded and allowed, but upon no trust.

Brinker contra Kington, the Lady *Le* Case, 6 *Car.*

Woolhouse contra Barnes & Bul pleads the Statute after a Judgeme

law, not allowed, and it was for Assetts, 6 *Car.*

Ancient Statutes against a Purchasor cancelled. *Smith contra Rosewell*, 7 *Mich.* 2 *Car.*

Mountjoy contra Wakeman, the Statute of limitation over-ruled, in 8 *Car.*

Reston contra Reston, 9 *Car.* the like.

Harris cont' Bayning, 8 *Jac. li. A. fo.* 910. a Statute extended at a low value, of purpose to keep off other Extents, the Court orders, that the fyling of the Extent be stayed.

Barnes contra Tross, if he can prove continual claim of reckonings, although the pleading of the Statute of limitations, over-ruled, in 14 *Car.*

Suttons Hospitall cont' Com' Suff. 1000 l. in demand, the Defendant pleads two Releases, and no point of limitation and no demand in due time, and now fallen upon an heir, and concerning a special trust, how far some shall be bound, in *Trin.* 6 *Car.* referred to Judges. Of limitations *hac vari.*

Harrison contra Bludder, a great Case concerning the Statute of limitation of tions, in *Mich* 15 *Car.*

153. Steward cannot make a Letter of Attorney to take a

Steward

Talron contra Corham, 15 *Junii*, 11 *Jac.* ward of a Court, cannot make a er of Attorney to a man to take a

154. *Suit.*

Suit for equal payment of money.

Clarke contra Hanlock, a ſuit to compel the Defendant to joyn in equal payment of money given by Decree, in *Trin. 2 Car.*

Homadge contra Farley, 38 *Eliz. li. A. fo.* 413. ſuits proſecuted upon falſe imprisonment ſtaid by Injunction.

155. *Superinduction.*

Superinduction.

Newton contra Price, concerning Superinduction, *Paſch* 17 *Jac. li. A. fo.* 961.

Piſtle contra Hardie, the like in *Mich.* 15 *Jac. li. B. fo.* 358. *& Paſch.* 17 *Jac. li. B. fo.* 817.

Middleton contra Lort, *in Mich.* 15 *Jac.*

Wilſon contra Thornton, *in Mich.* 20 *Jac. li. B fo.* 381.

Stephens contra Potter, *in* 2 *vel* 3 *Car.*

Maddox contra Pruſt, *Paſch.* 5 *Car.*

Weſton contra Sumner, Demurrer, becauſe it concerns a Superinduction over-ruled, in 7 *Car.*

Maddox contra Pruſt, 7 *Car.*, concerning a Sequeſtration upon a Superinduction.

156. *Surrender.*

Surrender by an Infant not good.

Hughs contra Carpenter, *Mich.* 9 *J.* the Plaintiffs brother being within ſurrendred a Coppyhold to the u the Defendant, held not good.

157. *Sureties.*

Surety.

A Surety relieved here where a

is contained in use without his privity, he thinking the same to be paid. As *Saunders contra Smith & Churchill*, about 10 *Car. li. A fo.* 664.

Bullock contra Pope, Mich. 11 *Car.*

Fotherby contra Hutchins, in 2 *Car.*

Wilson contra Dunstar, in Mich. 15 *Jac. li. B fo.* 565. & 647.

Hollis contra Deane, in Hill. 13 *Jac. li. A. fo.* 606.

Johnson contra Pudicot & al', one became bound with Sureties, and afterwards Bankrupt, the Creditors sued the Sureties, because they were remediless as against the Bankrupt, yet ordered not to take any advantage, in *Mich.* 10 *Jac. li. A fo.* 65. or 165.

Bourne cont' Ironmonger, in Mich. 17 *Jac.*

Little alias Brooke, contra Good & al', in Trin 16 *Jac.* to the contrary of the foresaid Note, *li. B. fo.* 1584.

Saunders contra Churchill & Smith, 10 & 11 *Jac. li. A. fo.* 664. & 728. the Plaintiff being bound with the said *Churchills* Father for payment of money at a day, which the Plaintiff supposed the money had been paid accordingly, the money was not paid, the said *Churchill* the Father dies three years after, upon whose death, the Obligee puts the Bond in suit against the Plaintiff, but in respect the

Relieved which continued without their consent.

Bond was continued without the Plaintiffs privity, and *Churchills* son having a good Estate from his Father, was ordered, and the Feoffees to whom the son had conveyed those lands in trust, was ordered to sell those lands for payment of the said *Churchills* debts.

Higham cont' Longcastle, assigning a Bond for a Surety, the Surety relieved, in 4 *Car.*

Moile contra Dom. Roberts, the heir of a Surety where the Bonds are continued without the privity of the Surety, relieved, in *Mich.* or *Hill.* 5 *Car.*

Hare contra Michell, a Surety relieved where the Bond is continued twelve years, without the Plaintiffs privity, in 12 *Jac. fo.* 81.

Survivor.

138. Survivor. *Saunders contra Thompson*, 7 *Car.* A personal Estate equally divided betwixt two, whether the Survivor shall have all or not.

Suspention.

139. Suspention *Cæsar contra Field*, concerning *Fields* relief against the Suspention, *Trin.* 4 *Car.*

Tenant.

160. Tenant for years not to Attorn, &c. *Windham contra Saunders*, Tenant years not to attorn to him in Remaind without producing Presidents to the purpose, 11 & 12 *Eliz. li. A. fo.* 28.

Wilson cont' Smith, in 8 *Car. li. B. fo.* 123. the Plaintiffs Father seized of lands in tayl, sold the said lands for small or no consideration, and suffered a common Recovery of those lands, whereby the sale was good in law, yet holpen in Equity, for the Plaintiff being Daughter and heir, the nacity of those lands were sold, yet the *Vendee* ordered to pay a better consideration. In tayl sold land under value, the vendee ordered to pay more.

Tenants of the Mannor, not parties to a Decree, ought not to be bound. *Seamor contra Beare*, in 9 *Jac. li. B.*

Shute contra Mallory, Tenant for years ordered to attorn, 5 *Jac. li. B. fo.* 205.

Bowen cont' Wilow, 40 *Eliz. li. A. fo.* 11.

Jackson contra Barrow, *Hill.* 1 *Car.* upon a Statute, and Arrerages to be paid ever since the Attornment.

Man contra Morley, *Trin.* 4 or 5 *Car.*

Dannet contra in 11 *Car.* or thereabouts.

The Court compells Tenants for years, to set down in certain, the time of the making Commencement, determination, and what Rents are reserved, and the times the same are payable, to the end he same may be lyable to an Extent upn a Statute.

Buck cont' Lupton, in 30 *Eliz. li. A.* 11.

Dam

Dom. Corbet contra Sellenger, the Defendant holds over his term, the Court compells him to confess a Lease notwithstanding, whereby the Plaintiff may ground an Action, *Mich. 6 Car. li. A.*

Intail being an Infant ordered to pay money, &c.

Pearce contra Pearce, Intayled lands sold in stead of Freehold lands, the Infant when he comes to age shall pay the money which hath been paid according to the Fathers will, or else the Plaintiff shall have the Fee-simple lands, 8 *Jac. li. A. fo.* 1007.

For life his Estate forfeited, relieved.

Stafford contra Stafford, 10 *Car.* Tenant for life, the Remainder over Tenant for life, because he admits of a Recovery to be suffered, forfeited his Estate, relieved here.

161. *Testator.*

Testator.

Samborne contra Samborne, the Plaintiffs Father being seized of lands in Fee, devised by a nuncupative Will 300 l. to be paid to raise Portions, some two hours before his death, but in respect his Father had dis-inherited him of some other lands, the Court decreed that the lands should be freed from the Portions, in 13 *Jac. li. A. fo.* 195.

162. *Tythes.*

Tythes.

Moone cont' Bond, 34 *Eliz. li. A. fo.* 621. My Lord declares that matters for Tythes are determinable in this Court

Wit

Windham contra Norris, a Demurrer, becauſe the matter concerneth Tythes, over-ruled and ordered, in 17 *Eliz. li. A. fo.* 282.

Underhill contra Joyner, concerning Tythes in kind, and the Parſon having Common for Beaſts in the Fields, was ordered to take a quantity of ground in lieu thereof, and concerning an Act of Parliament, in *Mich.* 18 *Jac.* Decreed upon a Report.

Hungate contra Crooke, the Plaintiff being a common perſon, having a Leaſe of Tythe in kind, which hath long time been obſcured by union, or otherwiſe, ordered that a Commiſſion ſhould go forth for ſetting out Meadow and other grounds in lieu thereof, in 12 *Jac. li. B. fo.* 748. & 410. Look in *Hill. li. B.* 11 *Jac. fo.* 1202.

Decanus & Capit' Eccleſiæ Chriſti in Oxon' contra Grant, point of Tythes determinable in this Court, and parcel or not parcel, in *June* 11 *Jac.*

Browne contra Whetford, a *Modus decimandi* diſmiſſed, otherwiſe performed.

Quarles contra Bent, in 8 *Car.*

Cuſtos new Coll' contra Sumpner, in *Paſc.* 10 *Car.* for Tythes in kind, the Biſhop of *Exeters* Caſe.

Cuſtos new Colledge contra Aſtley, concern-

cerning Rates, Tythes, and Tythes in kind, *Hill.* 11 *Car.*

Southby contra Moore, every one must pay their Tythes in kind, unless there be a Composition real, or good prescription, *modus decimandi*, 10 *Jac.*

Shires contra Burgoine, a Decree for Tythe Conies, and Tythe Wood, in 12 *Car.*

Tryal.

163. Tryal. *Merefield contra Merefield*, the Court directs a special tryal, about 11 *Car.*

Trust.

164. Trust. A Conveyance absolute in words, and yet there is a Bruit of a trust, but doubtfull, whether there be a trust or not, and on the hearing the Bruit bought the land, yet shall not be concluded by such a Bruit, as Sir *Thomas Egerton* said, *Cornwallis* Case, 37 & 38 *Eliz.* And it is not like the use at common law, neither is the buyer to believe one which would not have him to buy it, if he tell him there is a trust.

A suit is depending for a trust, and after upon hearing the trust is proved, then that is a sufficient notice of trust to any man which buyeth it (hanging the suit) my Lord said, in *Diggs* and *Boys*, 16 *Maii*, *Pasch.* 40 *Eliz.*

Parramor cont' Zouch, concerning notice of Trust and Purchasors, 9, 10, & 11 *Jac.* and between *Peacock* and *Reynell*, or *è con'*, *in June*, 17 *Jac.* the Decree was *Mich* 19 *Jac.*

Piets contra Edelph, if a man coming under one that had notice of trust (though he had none) shall be bound, and to examine Witnesses after a hearing upon point of fact, 7 *Car.*

Farley contra Warmestrey, *in* 13 *Car.* Citique trust for Wife makes a Lease not good, but if she accept Rent good.

e way remove n *Vanlore contra Lidall*, or *è con'* look into it, how to remove a trust made for use of Children, a

Truſtees.

165. Truſtees ſhall not be examined one againſt the other.

Sherborne contra Foſter & Townsley, Truſtees ſhall not be examined as Witneſſes one againſt the other, 7 *Car.*

Windſor contra Sneath, a Truſtee may ſue in his own name, in 10 *Car.*

Manſell contra Aubery, a Truſtee to put in ſecurity for money and damages, in *Paſch.* 7 *Car.*

Springet contra Springet, Brownes Caſe, 7 *Car.*

May ſue in his own name.

To put in ſecurity.

Title.

166. Title.

Hunt contra Youngman & Clerke, the Court relieved the Plaintiff againſt a Title of Occupancy, in *Mich. & Hill.* 17 *Jac. li. A. fo.* 371. & 874.

Ewer contra Ewer, about 2 or 3 *Jac.*

Reeve cont' Alcock, 3 *Jac. li. A. fo.* 261.

Dux Buck. contra Paul, 4 *Car.*

Tovy contra Briſtow, in the Court of Wards, *Paſch.* 11 *Car.*

Hall contra Ingram, in the Court of Wards, upon th'intent of a Will, about 2 *Car.*

Union.

167. Union, no advantage to be taken.

Rawly contra Yaxley, concerning an Union or not, in 7 *Car.*

Hartley cont' Deynal, Novemb. 37 *Eliz.*

Cuſtos new Colledge contra Goſlet, no advantage to be taken upon Unity of poſſeſſion, 6 *Car.* and enjoyning of Commons, ſuch as for the moſt part of twenty years.——

Uſe.

168. Uſe. one cannot be raiſed out of another

Sambach contra Dalſton, becauſe one Uſe cannot be raiſed out of another, yet ordered, and the Defendant ordered to paſs according to the intent, 9 *Car.*

Waſte.

169. Waſte.

Waſt done by one which held by Covenant, therefore not puniſhable by Law, yet holpen here. *Songhurſt cont' Lixy*, 221.

Will.

170. Will or no Will determined in Court.

Thimblethorp contra Thimblethorp, the queſtion being onely a Will or no Will determined in this

this Court, in *Mich.*20 *Jac.li. A. fo.*222.

Pawlet contra Carey, in Paſch. 1 *Car.* the contrary.

An Averment of a Will good in equity.

Peacock contra Glaſcock, an Averment of a Will not good by law, yet good in Equity, and the intent of a Will allowed, 6 *Car.li.B.*

Cage contra Pearſe, Will or no Will, referred to law, 10 *Jac.li.B.*

Written not to be revoked by a verbal.

Maggeridge contra Wither, an Eſtate in land deviſed by Will in Writing, after made a verbal Will to revoke that, which is not revocation, 13 *Car.*

Sidenham contra Courtney, the lands to paſs according to the intent of the Will, 41 *Eliz.li.B. fo.*236.

Witneſſes.

17*l.* Witneſſes examined before anſwer.

Comes Suff. contra Harris, Examination of Witneſſes before Anſwer, in 12 *Jac.li.B.fo.*951.

Stratford contra Conaway, in 9 *Jac.li.B.fo.*1058.

Bagnall contra Green, 2 *Eliz.*

Hunt contra Goodwin, 9 *Car.*

Dom. Morriſon contra Wethired, Witneſſes in the Court of Wards and Exchequer-Chamber to be uſed in this Court, in 10 *Jac.li.B.fo.*334.

Examined after Commiſſion taken away.

Witneſſes examined on the Defendants part, after the Plaintiffs Commiſſioners were gone away with the Commiſſion, *Trevor & Treveman, in* 1594.

Examined in Star-chamber, after publick hearing not allowed.

A preſcription of Common examined here, and publication & after-Witneſſes examined in Star-Chamber, to prove aſſents to Incloſures, and not thought fit to be read here. Tenants of *Petworth*, and Earl of *Northumberland*, 1594.

Leave to amend his depoſition

Tadlow being examined as a Witneſs, calling himſelf better to mind afterwards, was ſuffered to amend his former Examinations, and was further examined *ad informandum, Trin.*27 *Eliz.*

The Defendant examined after Plaintiffs left to his proofs, *Meretwither cont' Fulmer*, 37 & 38 *E.*

A Witneſs once examined ſhall not be called up to be examined upon further point, L. *Scrop.* Sir *Tho. Egerton.* *Long*

Long contra Long, contrary above *Hill.* 17 *Jac.* ut *Anglisse contra Trevor*, not admitted in *Mich.* 9 *Jac.*

Long contra Long, after Intergatories preferred in the Country by the Defendant, he may examine other Witneſſes, either in Court or by Commiſſion, about *Hill.*7 *Jac.*

Welby cont' Welby, in 36 *Eliz. li. A. fo.* 404.

Cupid cont' Quaintren, *Paſch.* 12 *Jac. li. B.*

Hungate contra Crooke, Witneſſes examined in the Country, if the other ſide have ſeen their Interrogatories not to be examined in Court, *Tri.* 11 *Jac.*

A Witneſs not to be examined *viva voce*, at the hearing, *Wright contra Moore*, 6 *Car.* — *Viva voce* at hearing.

Comes Pembroke contra Hacket, *Trin.* 8 *Car.*

Knivet contra Webb, to examine Witneſſes before Anſwer, *Mich.*8 *Car.* — Examined before anſwer.

To examine Witneſſes upon Oath for proof of Acquittances, payments and other diſburſments upon hearing, *Comes Kancie contra Gore*, *in Paſch.*6 *Car.* — To examine at hearing.

Clotworthie contra Leech, *June*, 10 *Car.*

Sheffeild contra Lipton, *Muir*, 43 *Eliz.*

Retherom contra *in Hill.* or *Mich.* 9 *Jac.* — Examined after publication.

Swan contra Turbervile, *in Trin.* 5 *Car.* Witneſſes examined after publication, becauſe the Defendants out, if publication or Rules ſhall ſtand. — Examined after hearing and in.

Dalby contra Mace, Witneſſes after hearing examined *ad informand' conſcientiam Judicis*, *Feb.* 3 *Ja.* — *formand.*

Thynn contra Rawlinſon, to examine Witneſſes in perpetual memory, 5 *Car.* — Examined in perpetual memory.

Huncorne contra Emery after publication examined Witneſſes, *Mich.*3 *Car.* — Examined before.

Moleſworth contra Oppie, Witneſſes examined before Anſwer, 8 *Car.* — Anſwered.

Weeks contra Thelwall, Witneſſes examined after publication allowed, in 9 *Car.* — Examined after publication.

Ha-

Examined upon exceptions, &c.

Henshaw contra Wright, to examine Witnesses upon exceptions put into the Commissioners, upon the Statute of Charitable uses, *Trin.* 9 *Car.*

Examined after a Comission to counterprove.

Tailor contra Tailor, Witnesses examined upon new Interrogatories after a Commission to counterprove a mans Testimony at Law, upon which a Verdict passed, 9 *Car.*

After hearing re-examined.

Dux Lenox contra Dom. Clifton, Witnesses after a hearing re-examined to clear the matter by the advice of the Lord Chief Justice, and Lord Chief Baron, in 8 *Jac. lib. A. fo.* 381.

Leech contra Manners, to examine Witnesses, who owes the soyl of a Mannor, in *Trin* 6 *Car.*

Examined after hearing.

Veizey contra Veizey, Examination of Witnesses after a hearing, to prove a Court-Roll, in *Mich.* 14 *Car.*

Whether to be examined in Court, or by Commission.

Pinder contra Bateman, whether it be in the power of the party, to examine Witnesses in Court, or by Commission, will consider of Presidents in *April*, about 6 or 7 *Car.* look the reason.

Examined in the Admiralty used here.

Watkins contra Fursland, one examined in the Admiralty Court, used here at the hearing, 16 *Eliz li. A fo.* 530.

172 Writings.

Writings.

Ward contra Scrimpshaw, Writings under the Plaintiffs Clerks hand, ordered to be recorded, 8 *Car.*

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MVSEVM
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FINIS.